

**Board of Public Works and Safety Meeting**  
**Agenda**  
**Wednesday, February 15, 2023 – 10:00 a.m.**  
**Council Chambers City Hall, One Civic Square**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the February 1, 2023, Regular Meeting**

**2. BID OPENING AND AWARD**

- a. **Bid Opening for Project # 20-ENG-04 - Road Improvements College Ave (96th to 106th Street);** Jeremy Kashman, City Engineer
- b. **Bid Opening for Project 23-STR-01 - 2023 Paving Program;** Lee Higginbotham, Street Commissioner
- c. **Bid Award for 16-ENG-97A Gray Road Multi-Use Path (106<sup>th</sup> to 116<sup>th</sup> Street);** Jeremy Kashman, City Engineer

**3. PERFORMANCE BOND RELEASE / REDUCTION APPROVAL REQUESTS**

- a. **Resolution BPW 02-15-23-0; Artistic Composite Pallets; Erosion Control;** ACP Realty, LLC

**4. CONTRACTS**

- a. **Request for Purchase of Goods and Services; AVI Systems, Inc.; (\$74,638.00); 2023 AV Maintenance Contract; Additional Services Amendment;** Timothy Renick, Director of Information and Communication Systems
- b. **Request for Purchase of Goods and Services; Certified Engineering, Inc.; (\$129,330.00); 20-ENG-04 R/W Engineering Services; Professional Services;** Jeremy Kashman, City Engineer
- c. **Request for Purchase of Goods and Services; Fredericks, Inc; (\$49,715.00); Fire Station #41 Soffit and Gutters Repair Per Quote; Additional Services Amendment;** Chief David Haboush, Carmel Fire Department
- d. **Request for Purchase of Goods and Services; Gear Wash, LLC; (\$13,360.00); Advanced Cleaning / Inspection / Repair of Turn Out Gear; Additional Services Amendment #2;** Chief David Haboush, Carmel Fire Department
- e. **Request for Purchase of Goods and Services; Mainscape, Inc.; (\$1,507,733.93); 2023 Mowing and Landscaping; Additional Services Amendment;** Lee Higginbotham, Street Commissioner
- f. **Request for Purchase of Goods and Services; National Water Services, LLC; (\$29,579.00); Well Cleaning per Quote;** John Duffy, Director of the Department of Utilities
- g. **Request for Purchase of Goods and Services; Sexson Mechanical Company, LLC; (\$3,800.00); 2023 Annual Maintenance Agreement; Additional Services Amendment;** Chief James Barlow, Carmel Police Department

- h. **Request for Purchase of Goods and Services; Sexson Mechanical Company, LLC; (\$11,248.00); HVAC Preventative Maintenance at CDC and Stations 341, 342, 343, 344, & 346; Additional Services Amendment; Chief David Haboush, Carmel Fire Department**
- i. **Request for Purchase of Goods and Services; Sexson Mechanical Company, LLC; (\$25,378.73); Fire Station #43 Replace 2 Split Systems Per Quote; Additional Services Amendment #2; Chief David Haboush, Carmel Fire Department**
- j. **Request for Purchase of Goods and Services; Shade Trees Unlimited, Inc.; (\$95,000.00); 2023 Trees; Additional Services Amendment; Mike Hollibaugh, Director of the Department of Community Services**
- k. **Request for Purchase of Goods and Services; Storm Warrior Roofing and Restoration; (\$264,870.00); Roof Replacement – 3450 West 131<sup>st</sup> Street; Architect - Telamon Energy; John Duffy, Director of the Department of Utilities**
- l. **Request for Purchase of Goods and Services; TMT, Inc.; (\$79,778.00); 2023 Mulching; Additional Services Amendment; Lee Higginbotham, Street Commissioner**
- m. **Request for Purchase of Goods and Services; TruGreen; (\$246,277.14); 2023 Fertilization; Additional Services Amendment; Lee Higginbotham, Street Commissioner**
- n. **Request for Purchase of Goods and Services; United Diagnostic Services, LLC; (\$51,300.00); Ultrasound Screening Package per Quote; Chief David Haboush, Carmel Fire Department**

## **5. REQUEST TO USE CITY STREETS/PROPERTY**

- a. **Request to Use Indiana Design Center South Parking Lot; Artomobilia; September 9, 2023; 6:00 AM – 9:00 PM; Meg Gates Osborne, City of Carmel**
- b. **Request to Use Carter Green / Road Closure; Booth Tarkington Civic Theatre Family Fundraiser; June 2, 2023; 8:00 AM – 11:00 PM; David Brock**

## **6. OTHER**

- a. **Resolution BPW 02-15-23-01; A Resolution of the City of Carmel Board of Public Works and Safety Approving Transfer and Presentation of Pistol and Badge for Officer R. Scott Spillman; 19 Years of Meritorious Service; Chief James Barlow, Carmel Police Department**
- b. **Resolution BPW 02-15-23-03; A Resolution of the City of Carmel Board of Public Works and Safety Approving the Donation of Property by the City of Carmel; AED to PrimeLife Enrichment, Inc.; Chief David Haboush, Carmel Fire Department**
- c. **Request for Acknowledgement of Conflict of Interest; Michael Brisco, Carmel Fire Department**
- d. **Request for Acknowledgement of Conflict of Interest; Gregory A. Webb, Carmel Fire Department**
- e. **Request for Grant of Drainage Easement; 4625 W 116<sup>th</sup> Street; Lindsay Crawley and Rex Dewayne Herbert Jr**
- f. **Request for Right of Way Dedication; 4625 W 116<sup>th</sup> Street; Lindsay Crawley and Rex Dewayne Herbert Jr**
- g. **Request for Storm Water Technical Standards Waiver; Old Meridian Apartments – 12895 Old Meridian; Nicholas Vergatos, JPS Consulting Engineers**

## **7. ADJOURNMENT**

1                   **Board of Public Works and Safety Meeting**  
2                   **Minutes**  
3                   **Wednesday, February 1, 2023 – 10:00 a.m.**  
4                   **Council Chambers City Hall, One Civic Square**

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6   **MEETING CALLED TO ORDER**

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8   *Board Member Mary Ann Burke called the meeting to order at 10:00 AM*

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10   **MEMBERS PRESENT**

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12   *Board Members Lori Watson, Mary Ann Burke, and Deputy Clerk Holly Harmeyer were present.*

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14   **MINUTES**

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16   *Minutes from the January 18, 2023 Regular Meeting.*

17   *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

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19   **BID/QUOTE OPENING**

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21   *Cancellation of Bid Opening for Brookshire Golf Course Cellular Tower and Equipment Project*

22   *Board Member Burke moved to acknowledge. Board Member Watson seconded. Acknowledgment approved 2-0.*

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25   **CONTRACTS**

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27   *Resolution BPW 02-01-23-02; A Resolution of the City of Carmel Board of Public Works and Safety*  
28   *Acknowledging Agreement Between City and Vendor; Tom Wood Volkswagen, Inc.; (\$47,265.25); One (1)*  
29   *Department Vehicle; Includes Statement & Request for Approval of Special Purchase*  
30   *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

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32   *Resolution BPW 02-01-23-03; A Resolution of the City of Carmel Board of Public Works and Safety*  
33   *Acknowledging Agreement Between City and Vendor; Tom Wood Ford, Inc.; (\$40,602.10); Two (2) Department*  
34   *Vehicles; Includes Statement & Request for Approval of Special Purchase*  
35   *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

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37   *Request for Purchase of Goods and Services; Courtesy Ford Motors, LLC; (\$1,353,386.25); Twenty-nine (29)*  
38   *Specialized Police Vehicles; Includes Statement & Request for Approval of Special Purchase*  
39   *Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

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41   *Request for Purchase of Goods and Services; Acid Remap, LLC; (\$3,500.00); EMS Protocol Application*  
42   *Updates; Subscription Agreement*  
43   *Contract pulled from the agenda at the request of Carmel Fire Department.*

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45   *Request for Purchase of Goods and Services; Angel Oak Tree Care; (\$140,000.00); Tree Removal and Other*  
46   *Landscape Services; Additional Services Amendment*  
47   *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*  
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*Request for Purchase of Goods and Services; AVI Systems, Inc.; (\$85,554.07); Equipment Repairs; Additional Services Amendment*  
*Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Purchase of Goods and Services; Fredericks, Inc; (\$9,590.00); Sidewalk - Carmel Data Center; CO #5*  
*Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Purchase of Goods and Services; Rieth-Riley Construction, Inc; (\$36,949.54); 20-ENG-01 Smoky Row Road Reconstruction – Underdrain Outlet Pipe Work; CO #5*  
*Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Purchase of Goods and Services; Office Works Services, LLC; (\$518.29); Additional Pieces; Additional Services Amendment*  
*Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 02-01-23-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; World Class Ice Sculpture; (\$1,600.00); Performance Agreement - Festival of Ice*  
*Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

*Resolution BPW 02-01-23-04; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Insight Public Sector, Inc.; (\$474,103.14); Microsoft EA Licensing and Subscription Renewal*  
*Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 2-0.*

*Request for Purchase of Goods and Services; TMT, Inc.; (\$100,000.00); 2023 Trees; Additional Services Amendment*  
*Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Purchase of Goods and Services; TouchPhrase Development, LLC d/b/a Julota; (\$13,992.50); Software as a Service License Agreement*  
*Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

### **REQUEST TO USE CITY STREETS/PROPERTY**

*Request to Replace Documents; Use of Carter Green / Parking Spaces; Carmel Pride Festival; June 25, 2023; 10:00 AM – 11:00 PM; Tabled January 18, 2023*  
*Board Member Burke moved to take the request from the table. Board Member Watson seconded. Approved 2-0.*  
*Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request to Use / Close City Streets / Monon & Main Plaza / Midtown Plaza; Artomobilia; September 9, 2023; 6:00 AM – 9:00 PM*  
*Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request to Use / Close City Streets / Monon & Main Plaza; Art of Wine; May 20, 2023; 8:00 AM – May 21, 2023 1:00 AM*  
*Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request to Use Midtown Plaza; Holiday Porchfest; December 9, 2023; 1:00 PM – 5:00 PM*  
*Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*



Request to Use / Close City Streets; Late Night on Main in July; July 15, 2023; 2:00 PM – July 16, 2023 2:00 AM  
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use / Close City Streets; Late Night on Main in August; August 19, 2023; 2:00 PM – August 20, 2023 2:00 AM  
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use / Close City Streets; Late Night on Main in June; June 17, 2023; 2:00 PM – June 18, 2023 2:00 AM  
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use / Close City Streets; Muldoon's Shamrock the District; March 17, 2023; 11:00 AM – March 20, 2023 12:00 PM  
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use Council Chambers; Carmel National Day of Prayer; May 4, 2023; April 28, 2023; 11:00 PM – 2:00 PM  
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use Midtown Plaza; Physique 57 Outdoor Community Fitness Classes; April 22, May 6 & 20, June 10 & 24, July 8 & 22, August 5, & 26 and September 16 & 23, 2023; 7:30 AM – 9:00 AM  
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use / Close City Streets; Carmel PorchFest in September; September 17, 2023; 8:00 AM – 8:00 PM  
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use / Restrict City Streets; 7th Annual RUN(317) Carmel Village of West Clay 5K; August 31, 2023; 12:00 PM – 9:30 PM  
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use Civic Square Fountain / Gazebo; School of Rock Spring Performances; April 22, 2023 9:00 AM – April 23, 2023 11:00 PM  
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use / Close City Streets; St. Patrick's Day Celebration at the Brockway Public House; March 17, 2023; 8:00 AM – March 18, 2023 11:00 PM  
Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

**OTHER**

Request for Acknowledgement of Conflict of Interest; Adam Harrington, Carmel Fire Department  
Board Member Burke moved to approve. Board Member Watson seconded. Acknowledgment approved 2-0.

Request for Acknowledgement of Conflict of Interest; Scott K. Osborne, Carmel Fire Department  
Board Member Burke moved to approve. Board Member Watson seconded. Acknowledgment approved 2-0.

Request for Acknowledgement of Conflict of Interest; Kurt Weddington, Carmel Fire Department  
Board Member Burke moved to approve. Board Member Watson seconded. Acknowledgment approved 2-0.

Request for Lane Closure / Sidewalk Closure / Open Pavement Cut; Old Meridian and Main Street

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

*Request for Sidewalk Closure; Carmel Historical Society; 211 1st Street SW*

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

*Request for Grant of Drainage Easement; Ozwell Fitness; 1077 3rd Avenue SW*

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

*Request for Right of Way Dedication; Seasons of Carmel Apartments; Maple Drive and the 98th Street Trail*

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

*Request for Storm Water Technical Standards Waiver; Old Meridian and Main Street*

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

*Request for Storm Water Technical Standards Waiver; 211 1st Street SW*

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

*Request for Grant of Perpetual Storm Water Quality Management Easement; College Park Christian Church; 2606 W 96th Street*

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

*Request for Consent to Encroach and Variance; 10550 Hussey Lane*

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

*Request for Secondary Plat; Jackson's Grant on Williams Creek, Section 8*

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

*Request for Secondary Plat; Waterfront of West Clay, Section 5B*

Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 2-0.

## **ADD-ONS**

Board Member Burke moved to add one add-on item to the agenda. Board Member Watson seconded. Approved 2-0.

### **Resolution BPW 02-01-23-05**

*A Resolution requesting the provision of certain infrastructure or other impact zone improvements in lieu of and as a credit against the payment of parks and recreation impact fees ("PRIF") and approving a PRIF credit agreement; Henry Mestetsky, Director of Department of Redevelopment*

*Presented by Sergey Grechukhin, Office of Corporation Counsel*

Board Member Burke moved to approve the resolution. Board Member Watson seconded. Resolution approved 2-0.

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**ADJOURNMENT**

*Board Member Mary Ann Burke adjourned the meeting at 10:16 a.m.*

***APPROVED:***

\_\_\_\_\_  
*Sue Wolfgang – City Clerk*

***ATTEST:***

\_\_\_\_\_  
*Mayor James Brainard*

\_\_\_\_\_  
*Sue Wolfgang – City Clerk*

To: Board of Public Works  
and Safety  
City of Carmel, Indiana

Date: February 6, 2023

Resolution No: BPW-02-15-23-02

From: CITY ENGINEER

Principal: ACP REALTY, LLC

Surety: CAPITOL INDEMNITY CORP.

Board Members:

I have conducted final inspection at Artistic Composite Pallets for the following improvements:

| <u>ITEM</u>     | <u>SURETY NUMBER</u> | <u>AMOUNT</u> |
|-----------------|----------------------|---------------|
| Erosion Control | AM3190983            | \$25,615.00   |

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvement, subject to the following conditions:

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

| <u>ITEM</u>     | <u>AMOUNT</u> |
|-----------------|---------------|
| Erosion Control | \$2,561.50    |

APPROVED:

  
\_\_\_\_\_  
Jeremy Kashman, City Engineer

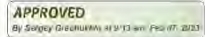
Be it resolved by the board of Public Works and Safety, City of Carmel, Indiana on this 15th day of February, 2023, that the performance guarantee for Artistic Composite Pallets listed above is accepted and released by the City of Carmel, Indiana subject to any conditions listed above.

Signed: \_\_\_\_\_ (Presiding Officer)

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety



**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and AVI Systems, Inc., (the "Vendor"), as City Contract dated January 8, 2020 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

AVI Systems, Inc.

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Mary Ann Burke, Member

Date: \_\_\_\_\_

Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

Sue Wolfgang, Clerk

Date: \_\_\_\_\_

By:

Dale S. Gayman

Authorized Signature

DALE S. GAYMAN

Printed Name

A.V.P.

Title

FID/TIN:

45-0321251

Date:

2-2-23



## 2023 - Carmel AV Maintenance Plan

### City of Carmel

Carter Green, Midtown Plaza, Brookshire Golf Course  
Arts District Audio, EOC Police & Fire, Courts  
Carmel, Indiana 46032

QUOTE NUMBER

181762-90458

Revision: 2

Modified: 1/31/2023

### PROPOSAL VALID 10 DAYS

NOTE: Historically we have been able to guarantee prices for up to 90+ days. However, due to the current environment for raw materials, fuel, currency fluctuations, freight costs, etc... prices are valid for 10 days after the date of proposal and are subject to change without notice.

### FREIGHT COSTS

Due to rapidly increasing freight costs AVI Systems will charge the customer for actual inbound shipping and handling charges. Any freight costs shown in our proposal are an estimate only and are subject to change.



Presented By:

Account Manager: Rick Streb

Designed By:

### AVI Systems

1256 Washington St  
Columbus, IN 47201-5722 United States  
(800) 742-5036  
<https://www.avisystems.com/>



# COMPANY PROFILE

## COMPANY OVERVIEW

AVI Systems (AVI) was established in 1977. AVI is a leading audio/visual systems designer and integrator providing advanced communications products, support services and technology solutions for educational, governmental and corporate environments. Beyond offering state of the art products and services, we create strategic options to meet your unique needs and deliver the optimal communications environment. From system design to installation and product training to service and support programs, we connect our clients with customized end-to-end solutions that are scalable, reliable and, above all, simple to use. Past success has come from our highly experienced people taking the time to fully understand the needs of our customers to provide creative solutions — solutions that ensure superior results and enable our clients to effectively communicate.

## THE AVI ADVANTAGE

- 23 U.S Locations
- 45 Years in Business
- 700 Employee Owners
- 400 Manufacturing Partners enables us to provide optimal AV Solutions
- 80% of employees are focused on technical delivery
- More than 3500 installations completed last year
- PRO Development, PRO Design, PRO Integrations and PRO Support
- Company Wide AVIXA Certificates, 125 CTS, 50 CTS-D and 30 CTS-I

## WHY AVI?

We stand apart because of all the things our people have in common. Among them:

### A shared stake in your success

As a 100% employee-owned company, we're 100% dedicated to doing right by our customers – which means we stand by our work, and will always have your back.

### Unparalleled expertise

From credentials to customer satisfaction, we have – by any measure – the most talented and best trained people in our industry. Moreover they have the energy, intelligence and integrity to get the job done right.

### Focus on the future

You need to know that your technology partner will always be there for you. Unparalleled customer support, top of the line insurance, and AVI's rock-solid financial and underpinnings provide that reassurance. As a 100% employee-owned company, we're 100% dedicated to doing right by our customers – which means we stand by our work, and will always have your back.



## IMPORTANT NOTICE ON SUPPLY CHAIN CONCERNS

### IMPORTANT INFORMATION - PLEASE READ

To Our Valued Customers:

With the COVID-19 pandemic continuing to spread, it has built a domino effect in creating more havoc in its wrath, disrupting major supply chains worldwide. Congestion at ports due to logistical demands have also caused a shortage in shipping containers. In our industry, the COVID pandemic has caused a rising demand for components used in PC's and audio visual products, which in turn, has resulted in a severe shortage in semiconductors, panels, memory and audio/visual equipment.

In addition, the rapid growth of e-commerce, a longer-than-expected shipping season, and worldwide equipment shortages, are all driving freight rates to new record heights. We cannot provide accurate freight costs for any project until after we order the product. Any freight shown on our quote is just an estimate and may be adjusted.

These issues will likely have an impact on our products and services. Delivery times will be constrained for an extended period of time and it may be several months before we can receive the product. In addition many of our manufacturers are discontinuing some products after we have provided you a quote. We will do our best to provide a product that is comparatively priced and will ask for your approval to make the change, however, sometimes a replacement product may be more expensive than the original product quoted. We will notify you as soon as possible and ask for you to approve the cost increase via a change order.

We have always tried to provide consistency to our customers. However, we are asking for your understanding in this difficult time as the lead time and price for raw materials have increased tremendously this year. Many of our suppliers are providing us with monthly adjustments to pricing and extended lead times. Our proposals are only valid for 10 days from the date of proposal. Lead times for delivery of the products may be several months. It is important to receive orders as soon as possible after quoting so that we can get product ordered and lock in costs. We will let you know after we order products from the manufacturers of any extended lead times.



# SCOPE OF WORK

## **Preventive Maintenance Hourly Estimates**

AVI Systems (AVI) agrees to provide on call service and preventive maintenance calls for **City of Carmel** audio/video equipment installed at **Carter Green, Midtown Plaza, Arts District Outdoor Audio, Brookshire Golf Course, Carmel EOC Police & Fire and Courts.**

AVI will schedule and perform two (2) preventive maintenance calls per location scheduled in the spring and fall of the year at mutually agreeable dates and times. Time for these calls and travel time will be deducted from the block of hours contract.

We have carried over twenty-eight (28) hours that weren't used from the 2022 Contract. The total block of hours available for 2023 will be 203 hours.

- Carter Green - Estimated 6 hours per PM - Includes 4 hours on site and 2 hours roundtrip travel.
- Midtown Plaza - Estimated 6 hours per PM - includes 4 hours on site and 2 hours roundtrip travel. Neoti will provide a site visit to check and calibrate the LED wall at each preventive maintenance visit.
- Brookshire Golf Course - Estimated 2 technicians - 6 hours (12 Hours) per PM - Includes 4 hours on site per PM and 2 hours round trip travel per PM per technician.
- Arts District Outdoor Audio - Estimated 6 hours per PM - Includes 4 hours on site and 2 hours travel.
- Carmel EOC Police & Fire- Estimated 2 technicians - 6 hours (12 Hours) per PM - Includes 4 hours on site per PM and 2 hours round trip travel per PM per technician.
- Courts - Estimated 6 hours per PM - Includes 4 hours on site and 2 hours roundtrip travel.
- Actual time will be charged against the block of hours.

## **Spare Parts**

The items shown in the proposal as **(Owner Furnished Equipment)** are spare parts currently in the possession of the City of Carmel to be utilized when needed to get the system/systems running as quickly as possible.

The spare parts are stored at the customers location and AVI will utilize the spare parts kit to provide replacement for failed components. The component needing repair will be returned to the manufacture for evaluation to determine if the component can be repaired under warranty. If the component is repaired under warranty the unit will be returned to the customer to replenish the spare parts stock. Labor and travel time to and from the job site for removal and replacement will be charged against the block of hours.



If the component is not under warranty, we will determine if the component can be repaired or if the unit needs replaced. AVI will provide a quote to the customer for the cost of repair or replacement of the failed component. If approved the failed component will be repaired or replaced and returned to the customer for use the next time a component fails. Any repair charges, equipment charges and labor will be charged against the service contract. If sufficient funds are not available, the customer will need to issue a purchase order for the repair and replacement charges.

### **Additional Spare Parts - Recommended**

Qty 2 - JBL CBT 1000 High-Output Two-Way Line Array Column Speaker with Highly Adjustable Vertical Coverage. This system is utilized at Midtown Plaza LED Wall Audio

Qty 2 - JBL CBT100LA-1 - Line array column Speaker, 100 cm tall, 16 2". Used in the Midtown Plaza Audio System

Qty 2 - JBL CBT50LA-1 - Compact line array column speaker, 50 cm tall, Used in the City Midtown Plaza Audio System

Qty 1 - QSC Core 610 Digital Signal Processor with 5-year software license. Used for City Wide Audio

Qty 1 - Shure QLXD2/SM58 Wireless Handheld microphone transmitter. Replaces missing unit.

Qty 1 - Extron IPCP Pro 350 IP Link Control Processor. Used for City Wide

Qty 4 - Klipsch PRO-650T-LS Outdoor Speakers - Arts District Audio

### **Other Services**

The following items can be paid for under the provisions of this Service Plan. AVI will provide you with a quote for these items that must be agreed upon prior to the work being completed. These charges will be invoiced against the block of hours.

1. Projector lamps, batteries, software programs, patch cables and other expendable items
2. Repair of software and other program materials, DVD, VHS etc
3. Re-Training of personnel
4. Problems caused by improper connection of equipment by end-user, determined by AVI Presentation Systems.
5. Any reprogramming of control systems such as AMX, Crestron, Extron.
6. Design Services
7. Out of warranty equipment and system repairs.

### **Block of Hours Service Plan Duration**

This Agreement will become effective upon execution of the Agreement and AVI's receipt of payment for the services from the Customer. The Term will expire at the end of the contract unless the parties agree to renew the Service Plan at least thirty (30) days prior to the end date.

Hours not used will expire unless a purchase order for the next block of hours is received at least (30) days prior to the expiration of the contract. If the contract is renewed remaining hours will roll over to

the next contract term. If the contract is not renewed there will not be a reimbursement for hours not used.

### **Block of Hours**

If the block of hours purchase is expended before the end of the term an additional Block of Hours may be purchased at the previous rates.

### **Assumptions**

- Room Availability – Room(s) in which service is to be performed will be made available for AVI Systems exclusive use on the day(s) of the scheduled service. Service will be scheduled Monday – Friday between the hours of 8:00AM – 5:00 PM excluding holidays.
- Parking – The customer will provide adequate parking for AVI Presentation Systems vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, the customer will validate the parking ticket for AVI Presentation System's vehicle(s).
- Existing Equipment Documentation – If this system(s) contains any equipment not provided by AVI, the customer shall, at AVI request, provide any documentation which AVI Systems may require in order to properly service that equipment.



## Carter Green

- 1 AVI BLOCK 25**  
Block of Hours Service Plan - Includes 25 hours to be utilized as needed per service plan documents. Hours expire at the end of twelve (12) months unless an additional service plan is purchased.
- 4 Klipsch CA-650-T [Black]**  
[OFE] - Black ALL-PURPOSE 6.5" 2-WAY - 90X90 TRACTRIX HORN - 70V 1.8W, 3.7W, 7.5W, 15W, 30W, 60W TAPS + 8 OHM BYPASS
- 1 LEA Professional Connect 354D**  
[OFE] - IOT Enabled Professional Amplifier with Dante - 4 x 350 WRMS @ 4, 8, 70V, 100V (175W at 2)
- 1 Wineguard FL6550A**  
[OFE] - FlatWave Air Amplified Outdoor Antenna

**Carter Green Total**

**\$3,375.00**

## Courts

- 1 AVI BLOCK 25**  
Block of Hours Service Plan - Includes 25 hours to be utilized as needed per service plan documents. Hours expire at the end of twelve (12) months unless an additional service plan is purchased.

**Courts Total**

**\$3,375.00**

## EOC Police & Fire

- 1 AVI BLOCK 25**  
Block of Hours Service Plan - Includes 25 hours to be utilized as needed per service plan documents. Hours expire at the end of twelve (12) months unless an additional service plan is purchased.

**EOC Police & Fire Total**

**\$3,375.00**

\* Price Includes Accessories

## 2023 - Carmel AV Maintenance Plan

Project No : 181762-90458

Rev. 2

1/31/2023

## EOC Police & Fire: Spare Parts

- 1 **Planar LX55HDX-L**  
[OFE] - 55" Diagonal Commercial-grade direct view LCD video wall system

**EOC Police & Fire: Spare Parts Total**

**\$0.00**

## City Wide AV

- 1 **AVI BLOCK - CARRYOVER**  
Block of Hours Carryover - 28 Hours carried over from 2022 Service Contract
- 1 **AVI BLOCK 25**  
Block of Hours Service Plan - Includes 25 hours to be utilized as needed per service plan documents. Hours expire at the end of twelve (12) months unless an additional service plan is purchased.
- 1 **QSC CORE 610**  
Network Core for AV&C processing built on Dell PowerEdge Server offering 256x256 networked audio channels with 8x8 Software-based Dante license included, dual Ethernet ports for network redundancy, two auxiliary Ethernet ports, 64 next-generation AEC processors, internal universal PSU, 480 GB SSD

**City Wide AV Total**

**\$12,686.00**

\* Price Includes Accessories

## 2023 - Carmel AV Maintenance Plan

Project No : 181762-90458

Rev. 2

1/31/2023



## City Wide AV: Spare Parts List

- |   |   |
|---|---|
| 1 | <b>Extron 60-1417-01A</b><br>IP link pro control processor with license   |
| 1 | <b>JBL Professional CBT 50LA-1</b><br>[OFE] - CBT (Constant Beamwidth Technology) series line array column<br>loudspeaker, eight 2" driver, 8 ohm, black  |
| 1 | <b>Qsc CXD8.4Q</b><br>[OFE] - Multi-Channel 500W/CH Q-SYS Amplifier With Mic/line Inputs.   |
| 1 | <b>Qsc I/O-8 Flex</b><br>[OFE] - Q-SYS I/O peripheral providing 8 individual, software-switchable Q-SYS Flex<br>Channels. All mounting hardware included. |
| 1 | <b>QSC CIML4</b><br>[OFE] - Four channel of microphone/line-level analog audio input card with 48V<br>phantom power                                       |
| 1 | <b>Shure QLXD2/SM58--G50</b><br>Handheld Transmitter with SM58 Microphone   |

**City Wide AV: Spare Parts List Total**

**\$3,083.00**

## City Wide AV: Crestron XIO Cloud

- |    |  |
|----|--|
| 13 | <b>Crestron Electronics SW-XIOC-API-1 YEAR</b><br>XiO Cloud Provisioning and Management Service, REST API License for one room -<br>1 Year           |
| 13 | <b>Crestron Electronics SW-XIOC-EM-1 YEAR</b><br>XiO Cloud Provisioning and Management Service, Endpoint Management License<br>for one room - 1 Year |
| 13 | <b>Crestron Electronics SW-XIOC-S-1 YEAR</b><br>XiO Cloud Provisioning and Management Service, Support License for one room<br>for 1 Year            |

**City Wide AV: Crestron XIO Cloud Total**

**\$1,716.00**

\* Price Includes Accessories

## 2023 - Carmel AV Maintenance Plan

Project No : 181762-90458

Rev. 2

1/31/2023

## Arts District Audio

### 1 AVI BLOCK 25

Block of Hours Service Plan - Includes 25 hours to be utilized as needed per service plan documents. Hours expire at the end of twelve (12) months unless an additional service plan is purchased.

**Arts District Audio Total**

**\$3,375.00**

## Arts District Audio: Spare Parts List

### 1 Attero Tech unAIO2x2+

[OFE] - AES67 Networked Audio Interface - 2x2 Mic/Line I/O, PoE or 24VDC, AES67

### 4 Klipsch PRO-650T-LS

Brown 6.5" WOOFER, TRACTRIX HORN LOADED 1" ALUMINUM DOME TWEETER, 50W 70V/100V MULTI-TAP TRANSFORMER WITH 8 OHM BYPASS, IP45 RATING (18" and 10" Ground Stakes Sold Separately)

### 2 Qsc SPA2-200

[OFE] - 1/2 RU 2 Channel ENERGY STAR amplifier / Stereo Operation 200 watts into 8 Ohm & 4 Ohm, Bridged operation 400 watts into 8 Ohm & 4 Ohm, and 350 watts into 70v and 100v / 100-240 VAC Operation

### 1 QSC Q10-ML2X2

[OFE] - Q-SYS Peripheral Providing 2 Mic/Line Inputs And 2 Line Outputs

**Arts District Audio: Spare Parts List Total**

**\$1,468.00**

\* Price Includes Accessories

## 2023 - Carmel AV Maintenance Plan

Project No : 181762-90458

Rev. 2

1/31/2023



- |   |   |
|---|---|
| 1 | <b>AVI BLOCK 25</b><br>Block of Hours Service Plan - Includes 25 hours to be utilized as needed per service plan documents. Hours expire at the end of twelve (12) months unless an additional service plan is purchased. |
| 1 | <b>Jbl Pro CBT 1000</b><br>[OFE] - Constant Beamwidth Adjustable Coverage Line Array Speaker  |
| 1 | <b>Jbl Pro CBT 100LA-1</b><br>[OFE] - 16 x 2" Line Array Column Loudspeaker   |
| 1 | <b>Jbl Pro CBT 50LA-1</b><br>[OFE] - Full Range Line Array Column Speaker with Eight 50mm Drivers, 400W, Black  |
| 1 | <b>Neoti VX4S</b><br>[OFE] - Video Wall Controllers   |

Midtown Plaza Total

\$3,375.00

\* Price Includes Accessories

**2023 - Carmel AV Maintenance Plan**

Project No : 181762-90458

Rev. 2

1/31/2023



## Midtown Plaza: Spare Parts List

- |   |  |
|---|--|
| 1 | <b>Denon Pro DN-500BDMKII</b><br>[OFE] - Blu-Ray, DVD and CD/SD/USB Player   |
| 1 | <b>Extron 60-1583-01</b><br>[OFE] - Preamp Output, w/o Amplifier and Control Processor   |
| 2 | <b>JBL Professional CBT 1000</b><br>Two-way line array column loudspeaker, 45 Hz - 20 KHz -10db frequency, black color   |
| 2 | <b>JBL Professional CBT 100LA-1</b><br>CBT (Constant Beamwidth Technology) series line array column loudspeaker, sixteen 2" driver, 8 ohm, improved mounting bracket                                 |
| 2 | <b>JBL Professional CBT 50LA-1</b><br>CBT (Constant Beamwidth Technology) series line array column loudspeaker, eight 2" driver, 8 ohm, black  |
| 1 | <b>Origin Acoustics LSB64RD-Black360</b><br>[OFE] - Landscape Bollard Collection - The Origin Luxury Landscape Bollard with Built-In Subwoofer in Round Black w/ 360 degree Acoustic Lens Dispersion |

Midtown Plaza: Spare Parts List Total

\$6,510.00

\* Price Includes Accessories

## 2023 - Carmel AV Maintenance Plan

Project No : 181762-90458

Rev. 2

1/31/2023

## Midtown Plaza: Neoti Video Wall

### LED Service & Maintenance Solution

#### Neoticare Premium

NeotiCare goes above and beyond our standard warranty, providing a total service and maintenance plan for your LED Video Wall. It helps offset the cost of repairs from unexpected damage, outside of normal usage. All plan levels provide a professional, responsive, and knowledgeable support team to solve issues and keep your system running smoothly.

Free 24/7 Phone Support - You may contact Neoti direct at (260) 494-1499 and a representative will return the call in 2 hours or less.

Site Visit Credits - Qty 2 are provided within 2 business days. NOTE: The customer must provide access to the equipment for repairs including a man lift if required.

Additional Site Visits - 20% discount

Non-Warranty Replacement Parts - 15% discount

Non-Warranty Neoti Module Repair - FREE including return shipping. (Restrictions Apply)

**4 Neoti LED Display Module**

[OFE] - HD 6 LED Video Wall Module

**1 Neoti Neoticare - Premium - 3 Year**

Neoticare Premium includes 24/7 Phone Support - Phone Support Response Time < 2 Hours, 2 Site Visit Credits within 2 Business Days / year, 20% Discount on Additional Site Visits, 15% Discount on Non-Warranty Parts, FREE Neoti Module Repair (Restrictions Apply) - Three (3) Year Contract

**4 Neoti Power Supply**

[OFE] - Stored at Neoti - HD 6 Power Supply

**4 Neoti Receiving Cards**

[OFE] - Stored at Neoti - HD 6 LED Receiving Module

### Midtown Plaza: Neoti Video Wall Total

**\$34,575.00**

## Brookshire Golf Course

**1 AVI BLOCK 25**

Block of Hours Service Plan - Includes 25 hours to be utilized as needed per service plan documents. Hours expire at the end of twelve (12) months unless an additional service plan is purchased.

### Brookshire Golf Course Total

**\$3,375.00**

\* Price Includes Accessories

## 2023 - Carmel AV Maintenance Plan

Project No.: 181762-90458

Rev. 2

1/31/2023



## Brookshire Golf Course: Software Renewals

- |   |   |
|---|---|
| 1 | <b>Mersive SM-801-SPE</b><br>1 years extended Solstice Subscription to upgrades and support for Small Group Edition Enterprise Pod Gen3 license |
|---|---|

**Brookshire Golf Course: Software Renewals Total**

**\$350.00**

## Brookshire Golf Course: Spare Parts List

- |   |   |
|---|---|
| 1 | <b>Crestron Electronics DM-NVX-350</b><br>[OFE] - DigitalMedia 4K60 4:4:4 HDR network audio/video encoder/decoder                 |
| 1 | <b>Crestron Electronics DM-NVX-351</b><br>[OFE] - DigitalMedia 4K60 4:4:4 HDR network audio/video encoder/decoder with downmixing |

**Brookshire Golf Course: Spare Parts List Total**

**\$0.00**

**Project Subtotal:**

**\$80,638.00**

### Miscellaneous Items:

- |   |  |              |              |
|---|--|--------------|--------------|
| 1 | <b>City of Carmel PO 108278</b><br>Credit for amount invoiced separately on City of Carmel PO 108278 | (\$6,000.00) | (\$6,000.00) |
|---|--|--------------|--------------|

**Miscellaneous Items Total:**

**(\$6,000.00)**

\* Price Includes Accessories

## 2023 - Carmel AV Maintenance Plan

Project No : 181762-90458

Rev. 2

1/31/2023

## PROJECT SUMMARY

|                           |              |
|---------------------------|--------------|
| Total Installation Price: | \$80,638.00  |
| Misc. Items:              | (\$6,000.00) |

|                     |                    |
|---------------------|--------------------|
| <b>Grand Total:</b> | <b>\$74,638.00</b> |
|---------------------|--------------------|

# RESPONSIBILITIES & ASSUMPTIONS

## Customer Responsibilities

- AVI can supply necessary drawings, details and services for certain items that are better handled by the Contracting Party, Purchaser or others. Unless specifically included in our proposal the costs for these services **are not** included in this proposal and are the responsibility of the customer.
- Supply and installation of all 120V wiring for AV requirements.
- Supply and installation of any junction boxes, wall boxes, surface mount raceway, conduits and floor boxes needed for AV wiring connectivity.
- Supply and installation of all necessary wall backing or structure for LCD displays, speakers, recessed screens, etc. as required by our project manager.
- All necessary permits and fees to conform to state and city building codes.
- Telephone and data network for audio, video, or control equipment. This includes configuration of your VoIP system to work with our audio conferencing equipment.
- Supply and installation of phone or data, related to connection of video teleconferencing system to network. Configuration of your network to work with the AV system. Network should be in place and tested one week prior to equipment installation.
- Loading of software of any kind on computer(s). Products that include software will be provided to the customer for installation on their equipment. Training on software is not included unless specifically shown in our proposal.
- All labor is priced as non-union.
- Installation of custom rear projection screens, associated millwork or wall construction. Installation of recessed projection screens in plaster, drywall or hard ceilings
- Any rework of ceiling tiles and grid due to the installation of above ceiling equipment.
- Any modifications to millwork or installation required for installation of audio visual equipment. This includes modifications to provide adequate airflow. Modifications to millwork or furniture, unless otherwise noted in the quotation.
- HVAC to provide properly cooling for the AV equipment.
- Any required asbestos abatement.



# RESPONSIBILITIES & ASSUMPTIONS

## Assumptions

- Room Availability - Room(s) in which installation is to be done will be made available for AVI Systems' exclusive use on the day(s) of the scheduled installation. Installations will be scheduled Monday - Friday (excluding holidays) between the hours of 7:00AM - 6:00 PM.
- Parking - The customer will provide adequate parking for AVI Systems' vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, the customer will validate the parking ticket for AVI Systems' vehicle(s).
- Merchandise Storage - Once new merchandise sold and provided by AVI Systems for this installation has been delivered to the job site and signed for by a representative of the customer. The customer will assume responsibility for the secure storage of such merchandise until the completion of the installation.
- Existing Equipment – If this project entails installation and/or re-use of any existing equipment owned by the customer, the customer shall, at AVI Systems request, provide us with any documentation which may be required in order to properly install and/or integrate the equipment into the new system. AVI is not responsible for the functionality of this equipment and if found to not be working and required for system functionality must be replaced at the customer expense.

## PAYMENT TERMS & SCHEDULE

| Payment Breakdown | Amount      | Due Date |
|-------------------|-------------|----------|
| TOTAL             | \$74,638.00 |          |

Systems where installation and completion of the project will extend over a period greater than 30 days from date of order will be subject to monthly progressive billing. In such cases, AVI will invoice for services performed and equipment received and assigned to the project. Progressive invoices will be due and payable according to our normal credit terms.

# PAYMENT TERMS & SCHEDULE

## ACKNOWLEDGEMENT

As the authorized representative of the Customer, I acknowledge that I have read the attached scope of work and fully understand what is being proposed. I also acknowledge that I have read the customer responsibilities section, assumptions and general terms and conditions.

By accepting our proposal whether by purchase order or signed contract I accept the Payment Terms and Conditions shown above. I understand that the Total shown on the Payment Terms and Schedule may not include any applicable sales tax and that applicable tax will be added to our invoice if required.

I understand that the warranty for labor on installed equipment is covered for a period of ninety (90) days.

On some proposals we may offer an Optional Managed Services Agreement. If offered it will be shown as "MANAGED SERVICES AGREEMENT" on our proposal as an OPTION. If you choose to accept that option please initial the Optional Managed Services Agreement document at the end of our proposal. If a "MANAGED SERVICE AGREEMENT" is offered and accepted the cost for that agreement will be added to the amount shown above in the Payment Terms and Schedule. Please read the Optional Managed Services Agreement for details.

I understand that without this agreement AVI will charge the customer for labor to remove and replace any equipment covered under the manufacturer's warranty after ninety (90) days from the date of substantial completion. Substantial Completion is the stage in the progress of the work when the customer begins utilizing the system for its intended use.

### AVI Systems

**Signed:** \_\_\_\_\_

**Name:** Rick Streb

**Title:** Account Manager

**Date:** \_\_\_\_\_

**Phone:** (800) 742-5036

**Fax:** (812) 376-3557

### City of Carmel

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

\*All change orders will be invoiced at time of change





# City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108489**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

| PURCHASE ORDER DATE         | DATE REQUIRED   | REQUISITION NO.            | VENDOR NO.    | DESCRIPTION         |
|-----------------------------|-----------------|----------------------------|---------------|---------------------|
| 2/1/2023                    |                 |                            | 376619        | 2023 AV Maintenance |
| AVI SYSTEMS INC             |                 | ICS                        |               |                     |
| VENDOR PO BOX 801069        |                 | SHIP TO 31 1st Avenue N.W. |               |                     |
|                             |                 | Carmel, IN 46032-          |               |                     |
| KANSAS CITY, MO 64180--1069 |                 | Timothy Renick             |               | (317) 571-2576      |
| PURCHASE ID                 | BLANKET         | CONTRACT                   | PAYMENT TERMS | FREIGHT             |
| 73821                       |                 |                            |               |                     |
| QUANTITY                    | UNIT OF MEASURE | DESCRIPTION                | UNIT PRICE    | EXTENSION           |

Department: 1115 Fund: 101 General Fund

Account: 43-509.00

1 Each

AV Maintenance contract

\$74,638.00

\$74,638.00

Sub Total \$74,638.00



Project No. 181762-90458

Send Invoice To:

ICS

Timothy Renick

31 1st Avenue N.W.

Carmel, IN 46032-

(317) 571-2576

PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL.

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$74,638.00**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Timothy Renick  
Director

TITLE

CONTROLLER

James Crider  
Director of Administration

CONTROL NO. **108489**

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (hereinafter "City"), and Certified Engineering, Inc. (hereinafter "Professional").

### RECITALS

WHEREAS City owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, from time to time, City needs professional assistance in fulfilling its foregoing responsibilities; and

WHEREAS, Professional is experienced in providing and desires to provide to City the professional services ("Services") referenced herein; and

WHEREAS, City desires to engage Professional as an independent contractor for the purpose of providing to City the Services referenced herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, City and Professional mutually agree as follows:

### SECTION 1                      INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

### SECTION 2                      SCOPE OF SERVICES

- 2.1 City desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference.
- 2.2 Professional understands and agrees that City may, from time to time, request Professional to provide additional or modified Services to City. When City desires additional Services from Professional, the City shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after City has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to City. A copy of the City's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by City.
- 2.3 Time is of the essence of this Agreement.



### SECTION 3                      CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 2200 0 44-628.71 2020 Road Bond funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

### SECTION 4                      PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with City its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

### SECTION 5                      COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than One Hundred Twenty Nine Thousand Three Hundred Thirty Dollars (\$129,330.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

## SECTION 6                      TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2023, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

## SECTION 7                      MISCELLANEOUS

### 7.1 Termination

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City or Professional, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City, for cause, immediately upon Professional's receipt of City's "Notice to Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

### 7.2 Binding Effect

City and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

### 7.3 No Third Party Beneficiaries

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

### 7.4 Relationship

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are City employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies City for and from any and all costs, fees, expenses and/or damages incurred by City as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

## 7.5 Insurance

7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

|   |  |
|---|--|
| A. Commercial General Liability (Occurrence Basis)  |  |
| Bodily Injury, personal injury, property damage,<br>Contractual liability, product/completed operations |  |
| Each Occurrence Limit   | \$1,000,000.00   |
| Damage to Rented Premises   | \$100,000.00<br>(each occurrence)                                    |
| Medical Expense Limit   | \$5,000.00   |
| Personal and Advertising Injury Limit   | \$500,000.00   |
| General Aggregate Limit   | \$2,000,000.00 (Other than<br>Products Completed<br>Operations)      |
| NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT  |  |
| Products/Completed Operations   | \$1,000,000.00   |
| B. Auto Liability   |  |
|   | \$1,000,000.00 (combined<br>single limit) (owned, hired & non-owned) |
| Bodily injury & property damage   | \$1,000,000.00<br>each accident                                      |
| C. Excess/Umbrella Liability  | \$2,000,000 (each occurrence)  |

- and aggregate)
- D. Worker's Compensation & Disability Statutory
- E. Employer's Liability:
- |                                    |                         |
|------------------------------------|-------------------------|
| Bodily Injury by Accident/Disease: | \$100,000 each employee |
| Bodily Injury by Accident/Disease: | \$250,000 each accident |
| Bodily Injury by Accident/Disease: | \$500,000 policy limit  |
- F. Professional Liability Insurance. The Professional shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The Professional's policy of insurance shall contain prior acts coverage sufficient to cover all Services performed by the Professional for this Project. Upon City's request, Professional shall give prompt written notice to City of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

7.5.2 Professional shall provide the City with a certificate of insurance, naming the City as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

7.5.3 Professional may, with the prior approval of the City, substitute different types of coverage for those specified if the total amount of required protection is not reduced. Professional shall be responsible for all deductibles.

7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

## 7.6 Liens

Professional shall not cause or permit the filing of any lien on any of City's property. In the event such a lien is filed and Professional fails to remove it within ten (10) days after the date of filing, City shall have the right to pay or bond over such lien at Professional's sole cost and expense.



## 7.7 Default

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from City specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

## 7.8 Government Compliance

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless City from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

## 7.9 Indemnification

Professional shall indemnify and hold harmless City and its officers, officials, employees and agents from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

## 7.10 Discrimination Prohibition

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.



#### 7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Professional is further required to execute the attached Affidavit, herein referred to as Exhibit C, which is an Affidavit affirming that: (i) Professional is enrolled and is participating in the E-Verify program, and (ii) Professional does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached Exhibit C. In support of the Affidavit, Professional shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the City's authorized representative.

Should Professional subcontract for the performance of any work under this Addendum, the Professional shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-Verify program. Professional shall maintain a copy of such certification for the duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Professional, or any subcontractor of Professional, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Professional or subcontractor subsequently learns is an unauthorized alien, Professional shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Professional or any subcontractor of Professional fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

#### 7.12 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

#### 7.13 Notice

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

**CITY:**

City of Carmel  
Engineering Department  
One Civic Square  
Carmel, Indiana 46032

City of Carmel  
Office of Corporation Counsel  
One Civic Square  
Carmel, Indiana 46032

**PROFESSIONAL:**

Certified Engineering, Inc.  
3939 Millersville Road  
Indianapolis, Indiana 46205

Notwithstanding the above, City may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

**7.14 Effective Date**

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

**7.15 Governing Law; Lawsuits**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as by all ordinances and codes of the City of Carmel, Indiana. The parties agree that, in the event a lawsuit is filed hereunder, they waive any right to a jury trial they may have, agree to file such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

**7.16 Waiver**

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

**7.17 Non-Assignment**

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without City's prior written consent.

**7.18 Entire Agreement**

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

#### 7.19 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

#### 7.20 Headings

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

#### 7.21 Advice of Counsel

The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

#### 7.22 Copyright

City acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. City agrees that all ownership rights and copyrights thereto lie with Professional, and City will use them solely for and on behalf of its own operations. City agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

#### 7.23 Personnel

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

#### 7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

#### 7.25 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within City's organization.

#### 7.26 Debarment And Suspension

7.26.1 The Professional certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Professional.

7.26.2 The Professional certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Professional shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

#### 7.27 Access to Public Records Act

Professional understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

#### 7.28 Iran Certification

Pursuant to I.C. § 5-22-16.5, the Professional shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.



Certified Engineering, Inc.  
Engineering Department - 2023  
Appropriation # 2200 0 44-628.71 2020 Road Bond Fund; P.O.#108498  
Contract Not To Exceed \$129,330.00

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

Certified Engineering, Inc.

BY:

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Printed Name: Jenna Hesler

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

Title: President

FID/TIN: 35-1667227

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

Date: 2-7-2023

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

## Exhibit A

January 30, 2023

City of Carmel  
1 Civic Square  
Carmel, IN 46032



Attn: Mr. Jeremy Kashman, P.E.  
City Engineer

Re: R/W Engineering Proposal  
College Avenue from 96<sup>th</sup> St. to 106<sup>th</sup> St.

Mr. Kashman,

In accordance with your request, we propose the following:

R/W Engineering, R/W Staking & T&E Reports for the proposed Permanent R/W parcels from:

- 1) CHA Plans, Project No. 20-ENG-04-N, and
- 2) A&F Plans, Project No. 20-ENG-04-S

R/W Engineering and Staking to be performed by Certified on a per parcel basis in accordance with the attached m/h justification and notes therein. T&E Reports to be completed by subconsultant Dodd Title Corp. in accordance with the attached summary and breakdowns therein.

A summary is as follows:

|                                       |                   |                 |                   |
|---------------------------------------|-------------------|-----------------|-------------------|
| R/W Engineering & Staking:            | \$3,400.00/parcel | Est. 30 Parcels | \$102,000.00      |
| R/W Engineering – Extra Descriptions: | \$800.00/ea.      | Est. 10         | <u>\$8,000.00</u> |
| R/W Engineering Subtotal:             |                   |                 | \$110,000.00      |

*Note: Includes contingencies*

|                       |             |
|-----------------------|-------------|
| T&E Reports Subtotal: | \$19,330.00 |
|-----------------------|-------------|

*Note: Includes contingencies*

|                    |                     |
|--------------------|---------------------|
| <b>Total P.O.:</b> | <b>\$129,330.00</b> |
|--------------------|---------------------|

Items specifically not included:

- R/W Plans, ERMS or LRS
- Field work [other than R/W Staking]
- T&E Reports, R/W Engineering & R/W Staking for Temp. Parcels

If needed, R/W Engineering & Staking for temporary parcels will be completed for a fee of \$2,400.00 per tax I.D. and Temporary T&E Reports will be completed for a fee of \$200.00 per tax I.D. This will likely require a supplement.

Thank you for this opportunity to serve the City of Carmel. We look forward to working with you. We plan to begin work immediately upon your Notice to Proceed.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Hesler".  
Jennifer Hesler  
President

**CERTIFIED ENGINEERING, INC. - FEE JUSTIFICATION EXHIBIT  
MANHOURS BY CLASSIFICATION - R/W ENGINEERING & STAKING**

**OWNER:** City of Carmel

**DESCRIPTION:** College Avenue from 96th St. to 106th St.

| <b>R/W Engineering</b>   | <b>R/W<br/>TECHNIC'N</b> | <b>CADD<br/>TECHNIC'N</b> | <b>CREW<br/>CHIEF</b> | <b>INSTRUM.<br/>OPERATOR</b> | <b>TOTAL</b>      |
|--|--------------------------|---------------------------|-----------------------|------------------------------|-------------------|
|  |                          |                           |                       |                              |                   |
| Title Work Review  | 3.0                      |                           |                       |                              |                   |
| RWPL Update  | 0.5                      | 1.0                       |                       |                              |                   |
| Area Comp.   | 0.5                      | 1.0                       |                       |                              |                   |
| Land Plats   | 1.0                      | 5.0                       |                       |                              |                   |
| First Legal Description*                                       | 4.0                      | 1.0                       |                       |                              |                   |
| QA, Documentation & Parcel Map Check                           | 0.5                      | 1.0                       |                       |                              |                   |
| R/W Staking**  |                          |                           | 2.0                   | 1.5                          |                   |
|  |                          |                           |                       |                              |                   |
| Total Hours:   | 9.5                      | 9.0                       | 2.0                   | 1.5                          |                   |
| Hourly Rate:   | \$175.52                 | \$150.83                  | \$150.70              | \$85.00                      |                   |
| Totals:  | \$1,667.44               | \$1,357.47                | \$301.40              | \$78.00                      | \$3,404.31        |
| <b>TOTAL R/W ENGINEERING &amp; STAKING FEE (per-parcel***)</b> |                          |                           |                       |                              | <b>\$3,400.00</b> |

\*Note: \$800 for each additional description within same Tax ID.

\*\*Note: All Parcels to be staked at same time.

\*\*\*Note: Each Tax ID to be billed as a separate parcel.



| College Ave in Hamilton County (North of I-465) DODD TITLE FEE SHEET |           |   |                          |         |             |            |
|--|-----------|---|--------------------------|---------|-------------|------------|
| MAP NO   | PARCEL NO | OWNER                                       | STATE TAX ID             | CLASS   | T&E         | EST COPIES |
| 1  | 1         | Penn On Parkway LLC                         | 29-13-11-418-001.012-018 | COM     | \$495.00    | \$300.00   |
| 2  | 2         | City of Carmel (20' add'l r/w Penn Pkwy)    | NULL                     | EXE     | \$495.00    | \$200.00   |
| 2  | 2A        | City of Carmel (20' add'l r/w Penn Pkwy)    | NULL                     | EXE     | \$495.00    | \$200.00   |
| 3  | 3         | Hamilton Co Brd of Comm (80' Penn Pkwy)     | NULL                     | EXE     | \$495.00    | \$200.00   |
| 4  | 4         | Meridian Corporate Plaza Assn Inc           | 29-13-11-418-001.008-018 | EXE POA | \$495.00    | \$300.00   |
| 5  | 5         | Gaha, Adam A & Jenny L                      | 29-13-12-301-019.000-018 | RES     | \$295.00    | \$50.00    |
| 6  | 6         | Larrison, Cale E                            | 29-13-12-301-020.000-018 | RES     | \$295.00    | \$50.00    |
| 7  | 7         | Kikendall, Edward E & W Louise              | 29-13-12-301-021.000-018 | RES     | \$295.00    | \$50.00    |
| 8  | 8         | Hodge, David                                | 29-13-11-404-019.000-018 | RES     | \$295.00    | \$50.00    |
| 9  | 9         | Sellers, Maurice C & Evelyn H               | 29-13-11-209-005.000-018 | RES     | \$295.00    | \$50.00    |
| 10   | 10        | Korkhouse Hale, Keri E & Bradley J Hale w&h | 29-13-11-209-004.001-018 | RES     | \$295.00    | \$50.00    |
| 11   | 11        | Pearson Investments LLC                     | 29-13-12-114-001.001-018 | RES     | \$295.00    | \$50.00    |
| 12   | 12        | Porter Development Corp                     | 29-13-12-102-026.000-018 | COM     | \$395.00    | \$200.00   |
|  | 12A       | Porter Development Corp                     | 29-13-12-102-027.000-018 | COM     | \$395.00    | \$200.00   |
| 13   | 12B       | Porter Development Corp                     | 29-13-12-102-028.000-018 | COM     | \$395.00    | \$200.00   |
| 14   | 13        | 10445 N College Ave Real Properties LLC     | 29-13-12-102-029.000-018 | COM     | \$395.00    | \$200.00   |
|  | 13A       | 10445 N College Ave Real Properties LLC     | 29-13-12-102-030.001-018 | COM     | \$395.00    | \$200.00   |
| 15   | 14        | E & C Realty LLC                            | 29-13-12-102-031.000-018 | COM     | \$395.00    | \$200.00   |
| 16   | 15        | Parknorth Incorporated                      | 29-13-11-207-006.000-018 | COM     | \$395.00    | \$200.00   |
| 17   | 16        | Contour Acquisitions LLC                    | 29-13-11-207-005.000-018 | COM     | \$395.00    | \$200.00   |
| 18   | 17        | Green, William David & Jeanene              | 29-13-11-207-004.000-018 | RES     | \$295.00    | \$50.00    |
| College Ave in Hamilton County (South of I-465)                      |           |   |                          |         |             |            |
| MAP NO   | PARCEL    | OWNER                                       | STATE TAX ID             | CLASS   | T&E         | EST COPIES |
| 1  | 1         | Parkwood Crossing Owners Association Inc    | 29-13-11-417-001.006-018 | EXE POA | \$495.00    | \$300.00   |
| 2  | 2         | Parkwood Six LLC                            | 29-13-11-417-001.010-018 | COM     | \$495.00    | \$300.00   |
| 3  | 3         | VP Pack LLC                                 | 29-13-12-304-016.000-018 | COM     | \$395.00    | \$200.00   |
| 4  | 4         | Charles Van Buren Group LLC                 | 29-13-12-304-019.000-018 | COM     | \$395.00    | \$200.00   |
| 5  | 5         | KLC Realty LLC                              | 29-13-12-304-020.000-018 | COM     | \$395.00    | \$200.00   |
|  | 5A        | KLC Realty LLC                              | 29-13-12-304-021.000-018 | COM     | \$395.00    | \$200.00   |
| 6  | 4A        | Charles Van Buren Group LLC                 | 29-13-12-304-023.000-018 | COM     | \$395.00    | \$200.00   |
| 7  | 6         | Twenty Charles Group LLC                    | 29-13-12-304-024.000-018 | COM     | \$395.00    | \$200.00   |
|  |           |   |                          |         | \$11,355.00 | \$5,000.00 |
| SUBTOTAL   |           |   |                          |         | \$16,355.00 |            |
| CONTINGENCY  |           |   |                          |         | \$2,975.00  |            |
| TOTAL  |           |   |                          |         | \$19,330.00 |            |

## EXHIBIT B Invoice

**Date:**

*Name of Company:*

*Address & Zip:*

*Telephone No.:*

*Fax No.:*

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

|                                 |                             |   | <u>Goods</u>  | <u>Services</u>          |       |
|---------------------------------|-----------------------------|---|---------------|--------------------------|-------|
| Person Providing Goods/Services | Date Goods/Service Provided | Goods/Services Provided (Describe each good/service separately and in detail) | Cost Per Item | Hourly Rate/Hours Worked | Total |
|                                 |                             |   |               |                          |       |
|                                 |                             | <i>GRAND TOTAL</i>  |               |                          |       |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## EXHIBIT C

### AFFIDAVIT

Jenna Hester, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by  
Certified Engineering, Inc. (the "Employer")  
in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 7<sup>th</sup> day of February, 2023.

Jenna Hester  
Printed: Jenna Hester

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Jenna Hester  
Printed: Jenna Hester



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-8000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108498**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

| PURCHASE ORDER DATE | DATE REQUIRED | REQUISITION NO. | VENDOR NO | DESCRIPTION                          |
|---------------------|---------------|-----------------|-----------|--------------------------------------|
| 2/2/2023            |               |                 | 377024    | 20-ENG-04 - R/W Engineering Services |

CERTIFIED ENGINEERING INC  
VENDOR 3939 MILLERSVILLE ROAD

City Engineering's Office  
SHIP TO  
1 Civic Square  
Carmel, IN 46032-  
Laurie Slick

INDIANAPOLIS, IN 46205 -

| PURCHASE ID | BLANKET         | CONTRACT    | PAYMENT TERMS | FREIGHT   |
|-------------|-----------------|-------------|---------------|-----------|
| 73869       |                 |             |               |           |
| QUANTITY    | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE    | EXTENSION |

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each

20-ENG-04 - R/W Engineering Services

\$129,330.00

\$129,330.00

Sub Total \$129,330.00



Send Invoice To:

Jill Newport  
CrossRoad Engineers, PC  
115 N. 17<sup>th</sup> Avenue  
Beech Grove, IN 46107

PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

## PAYMENT

**\$129,330.00**

\*A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Jeremy Kashman  
Director

TITLE

CONTROLLER

James Crider

Director of Administration

CONTROL NO **108498**

Fredericks, Inc.  
Fire Department - 2023  
Appropriation # 1120 101 43-501.00; P.O. # 108484  
Contract Not To Exceed \$49,715.00

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

APPROVED  
By: [Signature] Date: 2/1/2023

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Fredericks, Inc., (the "Vendor"), as City Contract dated August 2, 2017 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

Frederick's, Inc.

By:

By:

James Brainard, Presiding Officer  
Date: \_\_\_\_\_

  
Authorized Signature

John R. Fredericks  
Printed Name

Mary Ann Burke, Member  
Date: \_\_\_\_\_

President  
Title

Lori S. Watson, Member  
Date: \_\_\_\_\_

FID/TIN: 35-1417173

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

ATTEST:

Date: 2/1/2023

Sue Wolfgang, Clerk  
Date: \_\_\_\_\_





January 16, 2023

Carmel Fire Department  
2 Civic Sq.  
Carmel, IN 46032  
Attn. Orbie Bowles

RE: Station 41 – Soffit and gutter repairs

Dear Mr. Bowles,

Fredericks Inc. is pleased to offer this proposal to furnish the labor, materials, and equipment to do the following work:

- Clean and seal all joints on existing gutters. Replace damaged downspouts
- Replace and repair damaged soffits due to water damage. The site has been observed and due to the nature of the work, we have allotted for 160 man hours to address and repair the wood trims. Any unforeseen work will be billed on a T&M basis.
- Replaced or treated wood trims will be painted to match existing.

**Total \$49,715.00**

Feel free to reach out with any questions. Thank you for the opportunity to quote your work.

Sincerely,

Nate Dannelley  
(765)278-2775 Cell  
Nate.dannelley@fredericksinc.com



# City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108484**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

| PURCHASE ORDER DATE           | DATE REQUIRED   | REQUISITION NO.                        | VENDOR NO.    | DESCRIPTION                         |
|-------------------------------|-----------------|--|---------------|-------------------------------------|
| 1/31/2023                     |                 |  | 372629        | Station 41 Gutter and Soffit Repair |
| FREDERICKS, INC               |                 | Carmel Fire Department                 |               |                                     |
| VENDOR 5448 W OLD ST RD # 132 |                 | SHIP TO 10701 N. College Avenue, Ste A |               |                                     |
|                               |                 | Carmel, IN 46280-                      |               |                                     |
| PENDLETON, IN 46064 -         |                 |  |               |                                     |
| PURCHASE ID                   | BLANKET         | CONTRACT                               | PAYMENT TERMS | FREIGHT                             |
| 73799                         |                 |  |               |                                     |
| QUANTITY                      | UNIT OF MEASURE | DESCRIPTION                            | UNIT PRICE    | EXTENSION                           |

Department: 1120 Fund: 101 General Fund

Account: 43-501.00

1 Each

Station 41 Soffit and Gutters Repairs Per Quote

\$49,715.00 \$49,715.00

Sub Total \$49,715.00



Send Invoice To:

Carmel Fire Department

2 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$49,715.00**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

*Denise Snyder*

ORDERED BY

Denise Snyder

TITLE

Accreditation/Budget Administrator

CONTROLLER

*James Crider*

James Crider

Director of Administration

CONTROL NO. **108484**



**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Gear Wash, LLC, (the "Vendor"), as City Contract dated September 6, 2019 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

Gear Wash, LLC

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
*Taylor Burke Gilman*  
Authorized Signature

\_\_\_\_\_  
Taylor Burke Gilman

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title

FID/TIN: 84-2645138  
\_\_\_\_\_

ATTEST:

Date: 1/25/2023  
\_\_\_\_\_

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_



620 Shiloh Springs Rd  
 Dayton, OH 45415  
 Phone: 937-221-8922

| PREPARED FOR   |
|--|
| Carmel Fire Department<br>ATTN: Gary Carter<br>2 Civic Square,<br>Carmel, IN 46032 |

| PROPOSAL ITEMS  |     |       |                    |
|---|-----|-------|--------------------|
| Description   | QTY | Price | Amount             |
| Advanced Cleaning – Coat & Pant   | 167 | \$40  | \$6,680.00         |
| Advanced Inspection – Coat & Pant (Hydrostatic testing of the moisture barrier) | 167 | \$40  | \$6,680.00         |
| Repairs   | -   | TBD   | TBD                |
| Route Delivery & Pick up – Included   | -   | -     | -                  |
| <b>Subtotal</b>   |     |       | <b>\$13,360.00</b> |

#### TERMS & CONDITIONS

##### This is an ESTIMATE

Final billing may vary from the estimated amount listed above. If the item(s) shipped to Gear Wash require cleaning, have installed options, are of nonstandard construction or require additional work due to poor condition or complexity, then additional charges will apply.

All pricing is subject to change without notice. Pricing listed excludes any applicable federal, state, or local taxes. If this estimate is related to a shipment you are sending, please print this document and include it with the box.

#### IMPORTANT NOTICE: Gear Wash PPE Cleaning & Repair Policy (effective January 2003)

The following policy has been established for the safety of our employees:

- Gear Wash assumes that all gear shipped to Gear Wash HAS NOT been cleaned unless the customer provides documentation on Gear Wash service forms or the customer's own forms indicating that the item(s) have been properly cleaned.
- Customer cleaned items SHALL NOT be worn between washing and shipping to Gear Wash.
- Items that have been worn after being washed, in our sole determination, will be cleaned by Gear Wash and billed at our then current Level 1 cleaning fee.
- If unprotected dirty items are dropped off or shipped in the same box as clean items, then ALL items in the bundle or box will be cleaned.
- Gear Wash reserves the right to perform a Soil Transfer Test (STT) on any items cleaned by the customer to determine if the item meets Gear Wash's cleaning and safety standards before being handled by our repair specialists.
- Items that fail the transfer test will be cleaned and billed at our then current Level 1 cleaning fee.
- Gear Wash will not perform Advanced Inspection services or prepare estimates on items that are not clean.
- Gear Wash employees are authorized to re-submit customer cleaned items to our Wash Bay to be processed if it is determined that the item(s) is not safe for handling.

#### EXHIBIT A

SERVICES INCLUDED: The following services are included in the pricing for this Agreement:

Annual Advanced Cleaning

Annual Advanced Inspection

Annual Basic Repair

Warranty Repair Processing

Scheduled Route Pickup and Delivery included with ten (10) sets per pickup



Price escalation of up to 3% per year.

SERVICE EXCLUSIONS: The following services are excluded in the pricing for this Agreement:

Special Situation Decontamination

Cleaning Advanced Cleaning of other Turnout Ensemble items, accessories and optional Items not listed in the pricing.

Class 1,2 and 3 Harness, Belt and other Optional ensemble items cleaning, inspection, and repair. Damaged to fabrics from optional items, e.g., harness, belt, and tools.

Alterations and customization OEM Replacement parts, components, and options.

Repair of Non-Standard Multi Compartment Bellow Pockets Replacement of manufacture specific components and parts.

Biological & heavy contaminate decontamination cleaning. CBRN or other damage beyond the design limits of the garment.

Catastrophic damage due to an event that makes the garment unsafe. Damage due to use other than firefighting related work

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108453**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

| PURCHASE ORDER DATE | DATE REQUIRED | REQUISITION NO. | VENDOR NO. | DESCRIPTION            |
|---------------------|---------------|-----------------|------------|------------------------|
| 1/23/2023           |               |                 | 369217     | 1851 Annual Inspection |

|                                     |   |
|-------------------------------------|---|
| <b>GEAR WASH</b>                    | <b>Carmel Fire Department</b>                 |
| <b>VENDOR 780 SOUTH PROGRESS DR</b> | <b>SHIP TO 10701 N. College Avenue, Ste A</b> |
| <b>MEDINA, OH 44256 -</b>           | <b>Carmel, IN 46280-</b>                      |

| PURCHASE ID | BLANKET         | CONTRACT    | PAYMENT TERMS | FREIGHT   |
|-------------|-----------------|-------------|---------------|-----------|
| 73577       |                 |             |               |           |
| QUANTITY    | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE    | EXTENSION |

Department: 1120 Fund: 101 General Fund

Account: 43-506.00

|          |  |           |             |
|----------|--|-----------|-------------|
| 167 Each | Advanced Cleaning/Inspection/Repair of Turn Out Gear | \$80.00   | \$13,360.00 |
|          |  | Sub Total | \$13,360.00 |



Send Invoice To:

**Carmel Fire Department**

**2 Civic Square**

**Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$13,360.00**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

*Denise Snyder*

*James C. Bell*

ORDERED BY

Denise Snyder

TITLE

Accreditation/Budget Administrator

CONTROLLER

CONTROL NO. **108453**

Mainscape, Inc.  
Street Department - 2023  
Appropriation #s 2201 2201 43-504.00 Motor Vehicle Highway, 1206 101 43-504.00, 43-509.00 Funds  
P.O. #s 108471, 104923 & 108470  
Contract Not To Exceed \$1,507,733.93

APPROVED  
By: George Chiriacinski on 2/23 pm, Jan 31, 2023

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Mainscape, Inc., (the "Vendor"), as City Contract dated February 19, 2020 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Mary Ann Burke, Member

Date: \_\_\_\_\_

Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

Sue Wolfgang, Clerk

Date: \_\_\_\_\_

Mainscape, Inc.

By:

*Ben Robles*

Authorized Signature

Ben Robles

Printed Name

Operations Manager

Title

FID/TIN: 35-1633580

Date: 1/31/2023



# Exhibit A



1/19/2023

Page 1 of 1

## LANDSCAPE MAINTENANCE SERVICES

### LANDSCAPE MAINTENANCE SERVICE AGREEMENT

#### CONTRACT LOCATION

CARMEL STREET DEPARTMENT  
3400 W. 131ST STREET  
CARMEL, IN 46074

#### CUSTOMER

CARMLSD  
CARMEL STREET DEPARTMENT  
3400 W. 131ST STREET  
CARMEL, IN 46074

CARMEL STREET DEPARTMENT

#### NOTES:

|  |                 | Tax                     | Total                  |
|--|-----------------|-------------------------|------------------------|
| RIGHT OF WAY MOWING AND LANDSCAPE MAINTENANCE        | \$ 1,414,888.04 | 0.00                    | 1,414,888.04           |
| OUT OF RIGHT OF WAY MOWING AND LANDSCAPE MAINTENANCE | \$ 92,845.89    | 0.00                    | 92,845.89              |
| <b>Job Taxable - NO</b>                              |                 | <b>NonTaxable Sales</b> | 1,507,733.93           |
|  |                 | <b>Taxable Sales</b>    | 0.00                   |
|  |                 | <b>Tax Amount</b>       | 0.00                   |
|  |                 | <b>Contract Amount</b>  | <b>\$ 1,507,733.93</b> |

Conditions: All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. All agreements are contingent upon strikes, accidents, Acts of God, force majeure, or other delays beyond Mainscape's control. The scope of this contract does not include any installations, maintenance, or other products or services, the need for which is caused by an Act of God or force majeure. Purchaser agrees not to employ any Mainscape employees for the duration of this agreement and for a period of twelve (12) months after agreement expiration, unless otherwise specified in writing by Mainscape. Purchaser is to carry fire, tornado, and other necessary insurance. Mainscape, Inc. is insured for workman's compensation, general liability, and automobile liability. Certificates of insurance are available upon request.

Terms: Net due upon receipt, subject to a 2% per month penalty fee on past due accounts, with costs incurred in collection of this agreement, including reasonable attorney's fees, to be paid by the Purchaser.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape, Inc. is authorized to do the work as specified. Purchaser agrees to pay the balance plus a penalty of 1/3 of the total contract price if the contract is cancelled for any reason. Mainscape may cancel this contract at any time upon giving a 30 day notice or upon customer default of payment terms.

Purchaser's  
Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contractor's  
Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Please check the following information and make any necessary corrections. Thank You!**

#### Service Location

CARMEL STREET DEPARTMENT  
3400 W. 131ST STREET  
CARMEL, IN 46074

#### Billing Address

CARMEL STREET DEPARTMENT  
3400 W. 131ST STREET  
CARMEL, IN 46074

# 2023 Total Landscaping Maintenance In Right-of-Way

| LOCATION  | SQ. FOOTAGE | Price        |
|---|-------------|--------------|
| 2 <sup>nd</sup> St SW- 3 <sup>rd</sup> AVE SW to Monon Blvd   | 1,050       | \$ 934.83    |
| 3 <sup>rd</sup> Ave SW & City Center Dr   | 3,560       | \$ 3,169.52  |
| 3 <sup>rd</sup> Ave & City Center Dr*   | 6,117       | \$ 5,446.06  |
| 4 <sup>th</sup> Ave & Main St Roundabout*   | 500         | \$ 445.16    |
| 96 <sup>th</sup> St & Commerce Dr Roundabout*   | 3,280       | \$ 2,920.23  |
| 96 <sup>th</sup> St & Ditch Rd Roundabout*  | 2,827       | \$ 2,516.92  |
| 96 <sup>th</sup> St & Shelborne Rd Roundabout*  | 2,606       | \$ 2,320.16  |
| 96 <sup>th</sup> St & Towne Rd Roundabout*  | 14,690      | \$ 13,078.73 |
| 96 <sup>th</sup> St & Spring Mill Rd Roundabout*  | 2,890       | \$ 2,573.01  |
| 96 <sup>th</sup> St & Westfield Blvd Roundabout*  | 9,723       | \$ 8,656.54  |
| 103 <sup>rd</sup> St & Pennsylvania St Roundabout   | 4,298       | \$ 3,826.58  |
| 106 <sup>th</sup> St & College Ave – Medians  | 2,448       | \$ 2,179.49  |
| 106 <sup>th</sup> St & Gray Rd Roundabout*  | 4,298       | \$ 3,826.58  |
| 106 <sup>th</sup> St & Illinois St Roundabout*  | 6,271       | \$ 5,583.17  |
| 106 <sup>th</sup> St & Keystone Pkwy Roundabout*  | 16,875      | \$ 15,024.07 |
| 106 <sup>th</sup> St & Pennsylvania St Roundabout   | 4,069       | \$ 3,622.69  |
| 106 <sup>th</sup> St & Shelborne Rd Roundabout*   | 6,926       | \$ 6,166.32  |
| 106 <sup>th</sup> St & Spring Mill Rd Roundabout*   | 2,921       | \$ 2,600.61  |
| 106 <sup>th</sup> St & Spring Mill Rd- NE & NW Corners  | 5,212       | \$ 4,640.32  |
| 106 <sup>th</sup> St & Towne Rd Roundabout*   | 5,070       | \$ 4,513.90  |
| 111 <sup>th</sup> St & Illinois St Roundabout*  | 3,400       | \$ 3,027.07  |
| 111 <sup>th</sup> St & Pennsylvania St Roundabout*  | 5,700       | \$ 5,074.80  |
| 111 <sup>th</sup> St & Spring Mill Rd Roundabout  | 871         | \$ 775.46    |
| 116 <sup>th</sup> St & Clay Center Rd Roundabout*   | 3,207       | \$ 2,855.24  |
| 116 <sup>th</sup> St & Ditch Rd. Roundabout/Hillside*   | 1,196       | \$ 1,064.82  |
| 116 <sup>th</sup> St & Gray Rd Roundabout*  | 34,020      | \$ 30,288.53 |
| 116 <sup>th</sup> St & Hazel Dell Pkwy Roundabout*  | 5,429       | \$ 4,833.52  |
| 116 <sup>th</sup> St & Illinois St Roundabout*  | 2,636       | \$ 2,346.87  |
| 116 <sup>th</sup> St & Keystone Pkwy Roundabout*  | 24,163      | \$ 21,512.69 |
| 116 <sup>th</sup> St & Shelborne Rd Roundabout*   | 11,748      | \$ 10,459.43 |
| 116 <sup>th</sup> St & Spring Mill Rd Roundabout*   | 2,039       | \$ 1,815.35  |
| 121 <sup>st</sup> St & Shelborne Rd Roundabout*   | 4,453       | \$ 3,964.57  |
| 126 <sup>th</sup> St & Gray Rd Roundabout*  | 1,009       | \$ 898.33    |
| 126 <sup>th</sup> St & Hazel Dell Pkwy Roundabout*  | 7,847       | \$ 6,986.31  |
| 126 <sup>th</sup> St & Illinois St Roundabout*  | 3,214       | \$ 2,861.47  |
| 126 <sup>th</sup> St & Keystone Pkwy Roundabout*  | 17,219      | \$ 15,330.34 |
| 126 <sup>th</sup> St & Shelborne Rd Roundabout*   | 4,453       | \$ 3,964.57  |
| 126 <sup>th</sup> St & Towne Rd Roundabout*   | 2,945       | \$ 2,621.98  |
| 131 <sup>st</sup> St & Shelborne Rd Roundabout*(Includes 15 tree rings on NW corner, N of sidewalk heading E, & landscape beds on W side of black fence bordering Shelborne Rd heading N, & landscape beds at NW corner of black fence) | 7,725       | \$ 6,877.69  |
| 136 <sup>th</sup> St & Ditch Rd Roundabout*   | 4,900       | \$ 4,362.55  |
| 136 <sup>th</sup> St & Gray Rd Roundabout*  | 5,979       | \$ 5,323.20  |
| 136 <sup>th</sup> St & Keystone Pkwy Roundabout*  | 8,875       | \$ 7,901.55  |
| 136 <sup>th</sup> St & Oak Ridge Rd/ Illinois St Roundabout*  | 5,144       | \$ 4,579.78  |
| 136 <sup>th</sup> St & Rohrer Rd/ Eglin Dr  | 9,447       | \$ 8,410.81  |
| (includes 19 tree rings)  |             | \$ -         |
| 136 <sup>th</sup> St (Smokey Row) & Rangeline Rd Roundabout*  | 694         | \$ 617.88    |
| 136 <sup>th</sup> St & Spring Mill Rd Roundabout*   | 6,877       | \$ 6,122.70  |
| 136 <sup>th</sup> St & Towne Rd Roundabout*   | 5,026       | \$ 4,474.73  |
| 141 <sup>st</sup> St & Ditch Rd Roundabout*   | 4,623       | \$ 4,115.93  |
| 141 <sup>st</sup> St & Spring Mill Rd Roundabout*   | 4,130       | \$ 3,677.00  |

|   |              |    |           |
|---|--------------|----|-----------|
| 141 <sup>st</sup> St & Towne Rd Roundabout*   | 3,124        | \$ | 2,781.35  |
| Carmel Dr & City Center Dr Roundabout*  | 2,307        | \$ | 2,053.96  |
| Carmel Dr & Keystone Pkwy Roundabout*   | 15,782       | \$ | 14,050.96 |
| City Center Dr & Kinzer Ave   | 4,387        | \$ | 3,905.81  |
| City Center Landscape Beds (SW Corner Area of City Center & Rangeline)*   | 2,400        | \$ | 2,136.76  |
| City Center Monon Hillside Steps*   | 2,435        | \$ | 2,167.92  |
| City of Carmel Communications Center – 1 <sup>st</sup> Ave NW   | 390          | \$ | 347.22    |
| Downtown Bump-outs  | 462          | \$ | 411.33    |
| Downtown Sidewalk Planters (From 216 W. Main to 424 W. Main with shrubs)  | 357          | \$ | 317.84    |
| Elm St- 3 <sup>rd</sup> Ave SW to Monon Blvd  | 4,568        | \$ | 4,066.96  |
| Elm & Rangeline   | 120          | \$ | 106.84    |
| Elm St & Veteran's Way  | 750          | \$ | 667.74    |
| Guilford Rd & Carmel Dr Roundabout*   | 2,880        | \$ | 2,564.11  |
| Guilford Rd & City Center Dr Roundabout*  | 5,738        | \$ | 5,108.63  |
| Hawthorne Dr W & Carey Rd Roundabout*   | 9,602        | \$ | 8,548.81  |
| Hazel Dell Pkwy & Cherry Creek Blvd Roundabout*   | 1,660        | \$ | 1,477.92  |
| Hillside Plantings at 136 <sup>th</sup> and Keystone Pkwy (NE Corner)   | 1,800        | \$ | 1,602.57  |
| Keystone Pkwy- Corner <b>Tree Rings</b> - at 106 <sup>th</sup> St (10), Main St (52), 136 <sup>th</sup> St (10) 72 tree rings | <b>1,080</b> | \$ | 961.54    |
| Keystone Pkwy Entrance and Exit Ramps   | 24,477       | \$ | 21,792.25 |
| Keystone Pkwy – Retaining Wall Plantings – NW & NE of 126 <sup>th</sup> St  | 5,760        | \$ | 5,128.22  |
| Main St & Clay Center Rd Roundabout*  | 4,822        | \$ | 4,293.10  |
| Main St & Ditch Rd Roundabout*  | 4,522        | \$ | 4,026.01  |
| Main St & Gray Rd Roundabout*   | 5,300        | \$ | 4,718.67  |
| Main St & Hazel Dell Pkwy Roundabout*   | 3,896        | \$ | 3,468.67  |
| Main St & Illinois St Roundabout*   | 4,718        | \$ | 4,200.51  |
| Main St & Keystone Pkwy Roundabout*   | 16,589       | \$ | 14,769.44 |
| Main St & Spring Mill Rd Roundabout*  | 4,904        | \$ | 4,366.11  |
| Main St & Towne Rd Roundabout*  | 2,993        | \$ | 2,664.71  |
| Median – 116 <sup>th</sup> St, E of Hazel Dell- (near 5829 E 116th St)  | 1,340        | \$ | 1,193.02  |
| Medians – 116 <sup>th</sup> St – College Ave to Keystone Ave*   | 40,088       | \$ | 35,690.97 |
| Medians – 126 <sup>th</sup> St – Keystone Pkwy to Rangeline Rd  | 7,440        | \$ | 6,623.95  |
| Medians – 126 <sup>th</sup> St from Shelborne Rd. to Towne Rd   | 7,674        | \$ | 6,832.28  |
| Medians – Ditch Rd from 141 <sup>st</sup> St. to 146 <sup>th</sup> St   | 2,063        | \$ | 1,836.72  |
| Median – Dorset Blvd – Spring Mill Rd to Illinois St<br>(include 32 tree rings on N and S side of Dorset)                     | 6,110        | \$ | 5,439.85  |
| Medians – Grand Boulevard E – Old Meridian to Guilford  | 21,776       | \$ | 19,387.51 |
| Medians – Illinois St from 106 <sup>th</sup> to 126 <sup>th</sup> St  | 7,780        | \$ | 6,926.65  |
| Medians – Main St from Illinois St to Shelborne Rd*<br>(1,650 of this is rock mulch btwn Illinois & Spring Mill)              | 3,626        | \$ | 3,228.28  |
| Medians – Main St – Old Meridian to Pennsylvania St   | 7,915        | \$ | 7,046.85  |
| Medians – Pennsylvania St – N of 106 <sup>th</sup> St to South of 103 <sup>rd</sup> St  | 13,989       | \$ | 12,454.62 |
| Medians – Rangeline Rd- Carmel Dr to N of City Center Dr*   | 14,437       | \$ | 12,853.48 |
| Medians – Spring Mill Rd from 116 <sup>th</sup> St to 106 <sup>th</sup> St  | 31,219       | \$ | 27,794.76 |
| Medians – Spring Mill Rd from 141 <sup>st</sup> St to 146 <sup>th</sup> St  | 2,475        | \$ | 2,203.53  |
| Medians – Spring Mill Rd from Mallard Ct to Jackson Grant   | 607          | \$ | 540.42    |
| Medians – Towne Rd from 116 <sup>th</sup> St to 146 <sup>th</sup> St  | 45,182       | \$ | 40,226.23 |
| Metallie Modern Sculpture Area (1 <sup>st</sup> Ave SW)   | 910          | \$ | 810.19    |
| Nash Building- E side   | 1,040        | \$ | 925.93    |
| Oak Ridge Rd & Adios Pass Roundabout*   | 4,305        | \$ | 3,832.81  |
| Oak Ridge Rd & Bennett Rd Roundabout*   | 4,564        | \$ | 4,063.40  |
| Old Meridian St & Guilford Ave Roundabout*  | 4,711        | \$ | 4,194.28  |
| Old Meridian & Pennsylvania   | 659          | \$ | 586.72    |
| Olivia Building (from street to building along Main St & Old Meridian)*   | 11,626       | \$ | 10,350.81 |
| Pedcor – 3 <sup>rd</sup> Ave Sign Beds (includes raised beds, trees, sidewalk)*   | 2,379        | \$ | 2,118.06  |
| Pennsylvania St & City Center Dr Roundabout*  | 5,614        | \$ | 4,998.23  |
| Rangeline Rd- N of 136 <sup>th</sup> St- Medians  | 1,768        | \$ | 1,574.08  |
| River Rd & Cherry Creek Blvd  | 7,952        | \$ | 7,079.79  |
| R.O.W. – City Center Rd – Carmel Dr to 3 <sup>rd</sup> Ave  | 18,437       | \$ | 16,414.75 |
| R.O.W. Wall Bed- Illinois St – Wall Bed near Ritz Charles   | 3,880        | \$ | 3,454.42  |
| Smokey Row Rd & Carey Rd Roundabout*  | 25,917       | \$ | 23,074.31 |
| Spring Mill Rd & Dorset Blvd Roundabout*  | 491          | \$ | 437.14    |
| Spring Mill Rd & Illinois St Roundabout*  | 4,046        | \$ | 3,602.22  |
| Springmill Rd- S of 111 <sup>th</sup> on E side of road near fence to 106th   | 8,803        | \$ | 7,837.45  |



| <b>Changes to the 2022 Contract for Landscaping/ Mowing Areas</b>               |                |  | \$        | -                 |
|---|----------------|--|-----------|-------------------|
| 111th St & College Roundabout- landscaping and grass                            | 2,370          |  | \$        | 1,164.66          |
| Old Meridian & Carmel Drive Roundabout- this sq ft is turf changed to landscape | 5,400          |  | \$        | 2,653.67          |
| Old Meridian & Grand Blvd Roundabout- this sq ft is turf changed to landscape   | 5,400          |  | \$        | 2,653.67          |
| Old Meridian & Main St Roundabout- this sq ft is turf changed to landscape      | 5,400          |  | \$        | 2,653.67          |
| Old Meridian & Pennsylvania Roundabout- this sq ft is turf changed to landscape | 5,400          |  | \$        | 2,653.67          |
| Lowes Way Roundabout at Lowes- this sq ft is turf changed to landscape          | 2,100          |  | \$        | 1,031.98          |
| 116th & Towne Rd Roundabout- this sq ft is turf changed to landscape            | 2,500          |  | \$        | 1,228.55          |
| Pennsylvania & Main St- this sq ft is turf changed to landscape                 | 2,100          |  | \$        | 1,031.98          |
| Carmel Dr & Pennsylvania- this sq ft is turf changed to landscape               | 2,600          |  | \$        | 1,377.69          |
| 116th & Pennsylvania- this sq ft is turf changed to landscape                   | 1,800          |  | \$        | 925.08            |
| Grand Blvd & Main St- this sq ft is turf changed to landscape                   | 3,100          |  | \$        | 1,625.40          |
|   | 38,170         |  |           |                   |
| <b>TOTAL</b>  | <b>839,586</b> |  | <b>\$</b> | <b>679,529.70</b> |
|   | 48520          |  | \$        | 19,000.00         |

### 2023 Total Landscaping Maintenance Out of Right-of-Way

| <b>LOCATION</b>  | <b>SQ. FOOTAGE</b> |  |           |                  |
|--|--------------------|--|-----------|------------------|
| Carmel Symphony & Repertory Theatre  | 1,055              |  | \$        | 939.28           |
| Children's Smallest Art Gallery*- includes mulch island in parking lot N of Gallery  | 747                |  | \$        | 665.07           |
| City Center & Rangeline (NW Corner Tree Bed)   | 3,236              |  | \$        | 2,881.06         |
| City Hall- Total Square Footage. This will include:*Old Spaghetti Factory Lot (918 S Rangeline Rd), Carmel Fire Dept & N Parking Lot, Carmel Police Dept & N Parking Lot, Civic Square Fountain Beds & all 4 corner beds, City Hall N Lawn Beds & Gazebo, City Hall Beds Surrounding Building, City Hall S Parking Lot Beds, Japanese Garden Beds, Upper Parking Lot/Overflow Parking Beds | 46,000             |  | \$        | 40,954.51        |
| First Ride Sculpture Beds (Main St. and Monon Trail)   | 780                |  | \$        | 694.45           |
| Indiana Design Center (Rangeline Rd.)  | 4,150              |  | \$        | 3,694.81         |
| Old Town Shops (Southeast Parking Lot Area)  | 3,900              |  | \$        | 3,472.23         |
| Palladium - Green Roof   | 2,986              |  | \$        | 2,658.48         |
| Palladium - North Side Beds (includes 8 trees)*  | 3,011              |  | \$        | 2,680.74         |
| Palladium - Landscape Beds Surrounding Property and 32 Trees at the Green*<br>(The 32 trees at the Green are mulched with non-dyed cedar mulch, not black-dyed hardwood like all other trees)  | 9,371              |  | \$        | 8,343.15         |
| Reflecting Pond & Veteran's Memorial*  | 12,766             |  | \$        | 11,365.77        |
| Sophia Building - (N Beds, NE Gym Bed, E Boxwood Beds, SE Sidewalk Beds)   | 500                |  | \$        | 445.16           |
| Tarkington Building - All sides of Tarkington & Mezz Bldg. Parking Garage Beds (including 9 trees on W side of Mezz along 3 <sup>rd</sup> Ave and all trees on S side of Mezz and S of sidewalk)*  | 11,500             |  | \$        | 10,238.63        |
| <b>TOTAL</b>   | <b>100,002</b>     |  | <b>\$</b> | <b>89,033.33</b> |



**2023 Total Mowing In Right-of-Way**

| Location   | Sq Ft   | Acres | Price per mow | Extended price |
|--|---------|-------|---------------|----------------|
| 605 Carson Ct & 618 Johnson Dr- Side Ditches-  | 5,663   | 0.13  | \$ 8.90       | \$ 219.07      |
| 2711 E 96 <sup>th</sup> St   | 31,182  | 0.72  | \$ 48.98      | \$ 1,371.42    |
| 12000 Shelborne Rd   | 26,283  | 0.60  | \$ 41.28      | \$ 1,155.96    |
| 407 Smokey Row Rd  | 4,983   | 0.11  | \$ 7.83       | \$ 219.16      |
| 5840 & 6020 E 116 <sup>th</sup> St   | 19,162  | 0.44  | \$ 30.10      | \$ 842.77      |
| 702 Adams Corner Lot   | 19,689  | 0.45  | \$ 30.93      | \$ 865.95      |
| 805 Oswego Rd  | 6,188   | 0.14  | \$ 9.72       | \$ 272.16      |
| 12999 Pennsylvania St  | 363     | 0.01  | \$ 0.57       | \$ 15.97       |
| 1 <sup>st</sup> Ave & City Center Dr- Roundabout and divider islands   | 6,605   | 0.15  | \$ 10.37      | \$ 290.50      |
| 3 <sup>rd</sup> Ave near Tarkington Garage- Median   | 800     | 0.02  | \$ 1.26       | \$ 35.19       |
| 4th St & S Rangeline Rd Roundabout   | 16,566  | 0.38  | \$ 26.02      | \$ 728.59      |
| 96 <sup>th</sup> St and Commerce Dr *- Roundabout, median, divider islands, and R.O.W. turf  | 9,946   | 0.23  | \$ 15.62      | \$ 437.44      |
| 96 <sup>th</sup> and Ditch Rd *- Roundabout turf- now with NW corner   | 16,780  | 0.39  | \$ 26.36      | \$ 738.01      |
| 96 <sup>th</sup> St - N and E of Randall at Enterprise   | 3,204   | 0.08  | \$ 5.19       | \$ 145.31      |
| 96 <sup>th</sup> St - From Towne Rd to Ditch Rd  | 97,785  | 2.24  | \$ 153.60     | \$ 4,300.71    |
| 96 <sup>th</sup> St & Hazel Dell Pkwy- Roundabout and divider islands  | 11,491  | 0.26  | \$ 18.05      | \$ 505.39      |
| 96 <sup>th</sup> St & Priore Wwy- Roundabout and divider islands   | 14,064  | 0.32  | \$ 22.09      | \$ 618.55      |
| 96th St and Delegates Row  | 13,552  | 0.31  | \$ 21.29      | \$ 596.03      |
| 96th St and Gray Rd Roundabout   | 14,367  | 0.33  | \$ 22.57      | \$ 631.68      |
| 96th St and Haverstick Rd  | 20,159  | 0.46  | \$ 31.66      | \$ 886.07      |
| 96 <sup>th</sup> St and Sycamore Rd- East and West side  | 4,829   | 0.11  | \$ 7.59       | \$ 212.39      |
| 96 <sup>th</sup> St - From W of Church on Towne Rd to Elm Dr   | 38,880  | 0.89  | \$ 61.07      | \$ 1,709.99    |
| 96 <sup>th</sup> St and Shelborne Rd *- Roundabout, median, divider islands, and R.O.W. turf   | 64,804  | 1.49  | \$ 101.79     | \$ 2,850.16    |
| 96 <sup>th</sup> St and Spring Mill Rd *- Includes Turf at Roundabout and Divider Islands  | 7,930   | 0.18  | \$ 12.46      | \$ 348.77      |
| 96 <sup>th</sup> St and Towne Rd *- Includes Turf at Roundabout and Divider Islands  | 75,637  | 1.74  | \$ 118.81     | \$ 3,326.61    |
| 96 <sup>th</sup> St Medians- East and West of Gray Rd  | 18,408  | 0.42  | \$ 28.91      | \$ 809.61      |
| 98 <sup>th</sup> St at Keystone Islands  | 5,900   | 0.14  | \$ 9.27       | \$ 259.49      |
| 99 <sup>th</sup> St and Commerce Dr. (including Commerce Dr. to 96 <sup>th</sup> St.)<br>Roundabout, median, divider islands, and R.O.W. turf                | 20,120  | 0.46  | \$ 31.60      | \$ 884.00      |
| 106 <sup>th</sup> Pl & Lexington Ln  | 5,152   | 0.12  | \$ 8.09       | \$ 226.59      |
| 106 <sup>th</sup> St - Ditch Rd to Towne Rd- North side ROW  | 82,681  | 1.90  | \$ 129.87     | \$ 3,636.42    |
| 106 <sup>th</sup> St & College Ave- Medians and NE corner near car lot   | 3,066   | 0.07  | \$ 4.82       | \$ 134.85      |
| 106 <sup>th</sup> St & Crooked Stick Dr  | 5,430   | 0.12  | \$ 8.53       | \$ 238.82      |
| 106 <sup>th</sup> St & Gray Rd *- West side by walking path  | 5,160   | 0.12  | \$ 8.11       | \$ 226.94      |
| 106 <sup>th</sup> St & Holiday Dr- handrail- 65' Straight spray  | 436     | 0.01  | \$ 0.68       | \$ 19.18       |
| 106 <sup>th</sup> St & Jordan Rd- N side   | 3,189   | 0.07  | \$ 5.01       | \$ 140.26      |
| 106 <sup>th</sup> St & Lakeshore Dr W- Ditch at Fire Station   | 3,420   | 0.08  | \$ 5.37       | \$ 150.42      |
| 106 <sup>th</sup> St & Shelborne Rd- N of Fire Station- W side of road to church   | 23,801  | 0.55  | \$ 37.39      | \$ 1,046.80    |
| 106th St & Towne Rd- Roundabout & Divider Islands & N Island   | 64,452  | 1.48  | \$ 101.24     | \$ 2,834.68    |
| 106 <sup>th</sup> St- ROW Property East of Westfield Blvd-<br>South side 4 sections  | 19,523  | 0.45  | \$ 30.67      | \$ 858.65      |
| 106 <sup>th</sup> St- West of Gray Rd- North side at full  | 22,440  | 0.52  | \$ 15.25      | \$ 986.94      |
| 106 <sup>th</sup> St and Ditch Rd *-<br>Roundabout turf 4 divider islands, and R.O.W.<br>Includes S.W. corner match beds with evergreens                     | 40,821  | 0.94  | \$ 64.12      | \$ 1,795.36    |
| 106 <sup>th</sup> St and Shelborne Rd<br>Roundabout, median, divider islands, and R.O.W. turf  | 20,832  | 0.48  | \$ 32.72      | \$ 916.22      |
| 106 <sup>th</sup> St and Spring Mill Rd -Roundabout turf plus 4 divider islands  | 29,510  | 0.68  | \$ 46.35      | \$ 1,297.89    |
| 111 <sup>th</sup> & Eclis Crest Dr W   | 5,971   | 0.14  | \$ 9.38       | \$ 262.61      |
| 111th St & College Ave- NW Side  | 32,052  | 0.74  | \$ 50.35      | \$ 1,409.69    |
| 111 <sup>th</sup> St & Illinois St *-<br>Roundabout & Splitter Islands & SE corner   | 14,480  | 0.33  | \$ 22.74      | \$ 636.85      |
| 111th St & Lexington Dr Roundabout   | 14,061  | 0.32  | \$ 22.09      | \$ 618.55      |
| 111 <sup>th</sup> St & Spring Mill Rd- Divider islands   | 4,817   | 0.11  | \$ 7.57       | \$ 211.86      |
| 116 <sup>th</sup> & Towne- NW corner ROW   | 21,649  | 0.50  | \$ 34.01      | \$ 952.13      |
| 116 <sup>th</sup> and River Rd- Guardrail- NE corner   | 830     | 0.02  | \$ 1.30       | \$ 36.50       |
| 116 <sup>th</sup> and Shelborne Rd *-<br>Roundabout, medians, divider islands, and R.O.W. turf   | 241,248 | 5.54  | \$ 378.94     | \$ 10,610.40   |
| 116 <sup>th</sup> St & College Ave Roundabout  | 18,699  | 0.43  | \$ 29.37      | \$ 823.41      |
| 116 <sup>th</sup> St & Eden Glen Dr- North East corner- Weed-eat   | 1,476   | 0.03  | \$ 2.32       | \$ 64.82       |
| 116th St & Gray Rd<br>Roundabout, Lane Dividers & ROW Turf & N to Bridge   | 73,660  | 1.69  | \$ 115.70     | \$ 3,239.66    |
| 116 <sup>th</sup> St & Gray Rd- To the white church  | 33,344  | 0.77  | \$ 52.38      | \$ 1,466.51    |
| 116th St & Guilford Rd Roundabout  | 31,480  | 0.72  | \$ 49.45      | \$ 1,384.53    |
| 116 <sup>th</sup> St & Ruckle- North side at guardrail   | 15,021  | 0.34  | \$ 23.39      | \$ 660.64      |
| 116th St & Towne Rd Roundabout- Also- NW corner ROW  | 45,480  | 1.04  | \$ 71.44      | \$ 2,000.27    |
| 116 <sup>th</sup> St @ River Rd- the NW corner   | 1,355   | 0.03  | \$ 2.13       | \$ 59.59       |
| 116 <sup>th</sup> St- East of Hazel Dell- North side   | 7,770   | 0.18  | \$ 12.20      | \$ 341.73      |
| 116 <sup>th</sup> St from Hazel Dell to River Rd- South side   | 15,973  | 0.37  | \$ 25.09      | \$ 702.51      |
| 116 <sup>th</sup> St & Towne Rd- SW corner   | 81,222  | 1.86  | \$ 127.58     | \$ 3,572.25    |
| 116 <sup>th</sup> St- W of Ditch Rd  | 2,056   | 0.05  | \$ 3.23       | \$ 90.43       |
| 116 <sup>th</sup> St- W of Gray- N side of guide wires   | 668     | 0.02  | \$ 1.05       | \$ 29.38       |
| 116 <sup>th</sup> St- W of Gray, S side at field   | 8,848   | 0.20  | \$ 13.90      | \$ 389.15      |
| 116 <sup>th</sup> St - College Ave. to Keystone Roundabout<br>(R.O.W. and 9 Medians (297 Trees)<br><i>See sheet 106th St to College Ave for more details</i> | 96,894  | 2.08  | \$ 73.66      | \$ 2,062.46    |
| 116 <sup>th</sup> St - Spring Mill Rd. to U.S. 31- R.O.W. and Medians  | 130,680 | 3.00  | \$ 205.27     | \$ 5,747.47    |



|  |           |       |    |          |    |            |
|--|-----------|-------|----|----------|----|------------|
| 116 <sup>th</sup> St. and Clay Center Rd.*<br>Roundabout, median, divider islands, and R.O.W. turf   | 18,272    | 0.42  | \$ | 28.70    | \$ | 803.63     |
| 116 <sup>th</sup> St. and Ditch Rd.*-Roundabout turf   | 5,024     | 0.12  | \$ | 7.89     | \$ | 220.96     |
| 121 <sup>st</sup> St. and Shelborne Rd.*-Roundabout  | 7,995     | 0.18  | \$ | 12.56    | \$ | 351.63     |
| 122 <sup>nd</sup> St & River Rd to Medalist Pkwy   | 33,440    | 0.77  | \$ | 52.53    | \$ | 1,470.73   |
| 126 <sup>th</sup> St. and Shelborne Rd.*-Roundabout  | 7,755     | 0.18  | \$ | 12.18    | \$ | 341.07     |
| 126 <sup>th</sup> St & Brookshire Pkwy   | 21,669    | 0.50  | \$ | 34.04    | \$ | 953.03     |
| 126 <sup>th</sup> St & Gray Rd   | 37,746    | 0.87  | \$ | 59.29    | \$ | 1,660.12   |
| 126 <sup>th</sup> St & High Dr-NE Corner   | 7,222     | 0.17  | \$ | 11.34    | \$ | 317.63     |
| 126 <sup>th</sup> St & River Rd- W to Lynnwood Blvd  | 57,844    | 0.87  | \$ | 59.44    | \$ | 1,664.41   |
| 126 <sup>th</sup> St at bridge & Golf course at Water plant  | 17,534    | 0.40  | \$ | 27.54    | \$ | 771.17     |
| 126 <sup>th</sup> St- E of Gray- N side  | 2,328     | 0.05  | \$ | 3.66     | \$ | 102.39     |
| 126 <sup>th</sup> St. Medians- Shelborne Rd. to Towne Rd.  | 119,790   | 2.75  | \$ | 188.16   | \$ | 5,268.52   |
| 131 <sup>st</sup> St. (Main St)- Illinois St. to Shelborne Rd.<br>R.O.W. and Medians (579 Trees)   | 251,777   | 5.78  | \$ | 395.48   | \$ | 11,075.47  |
| 131 <sup>st</sup> St. and Shelborne Rd.*<br>Roundabout, median, divider islands, and R.O.W. turf   | 180,931   | 4.15  | \$ | 284.20   | \$ | 7,957.58   |
| 136 <sup>th</sup> St. and Towne Rd.*<br>Roundabout turf plus 4 divider islands   | 3,573     | 0.08  | \$ | 5.61     | \$ | 157.45     |
| 136th St & Carey Rd*-Roundabout and All of ROW   | 25,916    | 0.59  | \$ | 40.71    | \$ | 1,139.82   |
| 136th St & Gray Rd- Roundabout, Splitter Islands, & SW Corner  | 20,909    | 0.48  | \$ | 52.84    | \$ | 919.60     |
| 136 <sup>th</sup> St & Illinois St*- Weed-eat by handral   | 3,982     | 0.09  | \$ | 6.25     | \$ | 175.13     |
| 136 <sup>th</sup> St- E of Towne Rd 14 spots- Both sides of Abercorn St  | 8,533     | 0.20  | \$ | 13.40    | \$ | 375.29     |
| 136 <sup>th</sup> St - Oak Ridge Rd. to Ditch Rd.<br>R.O.W. Roundabout turf and Medians (407 Trees)  | 372,285   | 8.53  | \$ | 584.77   | \$ | 16,373.57  |
| 136 <sup>th</sup> St. (Smokey Row) and Range Line Rd.*<br>Roundabout, NW Corner, SW Corner   | 36,150    | 0.83  | \$ | 56.78    | \$ | 1,589.92   |
| 141 <sup>st</sup> St & Ivy Bridge Dr- South side to Buckhorn Dr  | 7,897     | 0.18  | \$ | 12.30    | \$ | 347.32     |
| Avian Way / Cherry Creek Blvd. and Hazel Dell Pkwy.<br>*Roundabout turf, 4 divider islands, and R.O.W.   | 8,585     | 0.20  | \$ | 13.48    | \$ | 377.58     |
| Carey Rd- from 146 <sup>th</sup> St to Hawthorne Dr- East side   | 1,699     | 0.04  | \$ | 3.67     | \$ | 74.72      |
| Carmel City Hall*<br>*North Lawn of City Hall to be mowed twice per week: Monday and Thursday*   | 45,000    | 1.03  | \$ | 70.68    | \$ | 1,979.46   |
| Carmel Dr & City Center*- Roundabout, Medians, & Splitter Islands  | 14,811    | 0.34  | \$ | 23.26    | \$ | 651.41     |
| Carmel Dr & Grapple Dr- Side ditch   | 4,550     | 0.10  | \$ | 7.15     | \$ | 200.11     |
| Carmel Dr & Guilford Rd*- Roundabout   | 36,294    | 0.83  | \$ | 57.01    | \$ | 1,596.26   |
| Carmel Dr & Old Meridian- Roundabout and divider islands   | 20,606    | 0.47  | \$ | 32.37    | \$ | 906.28     |
| Carmel Dr & Ringline Rd- Roundabout & Splitter Islands   | 11,326    | 0.26  | \$ | 17.79    | \$ | 498.13     |
| Carmel Fire Station and North Parking Lot*   | 32,000    | 0.73  | \$ | 50.26    | \$ | 1,407.40   |
| Carmel Japanese Garden*  | 30,000    | 0.69  | \$ | 47.12    | \$ | 1,319.44   |
| Carmel Police Station*   | 20,000    | 0.46  | \$ | 31.42    | \$ | 879.63     |
| Cherry Tree Ave & Cherry Tree Rd- The ditch at the curve   | 1,718     | 0.04  | \$ | 2.70     | \$ | 75.56      |
| Chester Rd & Lakewood Dr   | 3,320     | 0.08  | \$ | 5.21     | \$ | 146.02     |
| City Center Dr & Guilford Rd Roundabout*   | 23,527    | 0.54  | \$ | 36.96    | \$ | 1,034.75   |
| City Center Dr & Pennsylvania St- Roundabout   | 22,153    | 0.51  | \$ | 34.80    | \$ | 974.32     |
| City Center Dr - Pennsylvania St to Keystone Pkwy<br>Medians and R.O.W. (376 Trees)  | 230,432   | 5.29  | \$ | 361.05   | \$ | 10,143.69  |
| Clark St- from Carmel Dr to Adams to Guilford Rd   | 13,639    | 0.31  | \$ | 21.42    | \$ | 599.86     |
| Clay Center Rd- North of 116th St  | 5,838     | 0.13  | \$ | 9.17     | \$ | 256.76     |
| Clay Center Rd- South of Main St- Guardrails   | 3,746     | 0.09  | \$ | 5.88     | \$ | 164.75     |
| College Ave & I-465- Hills   | 1,320     | 0.03  | \$ | 2.07     | \$ | 58.06      |
| College Ave- between 116 <sup>th</sup> St and Pennsylvania Pkwy- Medians and R.O.W.  | 16,117    | 0.37  | \$ | 25.32    | \$ | 708.85     |
| Commerce Dr- 99 <sup>th</sup> St to Retail Pkwy- East side   | 16,380    | 0.38  | \$ | 25.73    | \$ | 720.41     |
| Congressional Blvd- between Pennsylvania Pkwy and City Center Dr<br>Islands and R.O.W.   | 40,311    | 0.93  | \$ | 63.63    | \$ | 1,781.71   |
| Ditch Rd- from 96th St to just S of 106th St   | 44,340    | 1.02  | \$ | 69.65    | \$ | 1,950.13   |
| Ditch Rd. - 131 <sup>st</sup> to 146 <sup>th</sup> St.<br>Medians, R.O.W. and Roundabout Turf (120 Trees)<br>*Only use a 30" mower around the planting beds* | 332,975   | 7.64  | \$ | 523.02   | \$ | 14,644.67  |
| Executive Dr & S Ringline Rd Roundabout  | 18,762    | 0.43  | \$ | 29.47    | \$ | 825.18     |
| Four ponds around Cool Creek Bridge on 126 <sup>th</sup> St  | 30,180    | 0.69  | \$ | 47.41    | \$ | 1,327.36   |
| Grand Blvd- West end- North side   | 6,965     | 0.16  | \$ | 10.94    | \$ | 306.33     |
| Grand Blvd. East - Old Meridian to Guilford<br>2 Medians and R.O.W. (57 Trees)   | 25,124    | 0.58  | \$ | 39.46    | \$ | 1,109.99   |
| Gray Rd at Main St- S almost to Weinbley Rd- both sides  | 75,551    | 1.73  | \$ | 118.67   | \$ | 3,322.83   |
| Gray Rd- Eyebrows- North of Gray Rd on West side of Road   | 22,824    | 0.52  | \$ | 55.85    | \$ | 1,003.83   |
| Gray Rd- from 116 <sup>th</sup> St to 106 <sup>th</sup> St- West side  | 30,770    | 0.71  | \$ | 48.33    | \$ | 1,353.30   |
| Gray Rd- 96 <sup>th</sup> St to 106 <sup>th</sup> St. Medians, R.O.W. and turf at<br>Roundabout at 106th St. (217 Trees)                                     | 261,360   | 6.00  | \$ | 410.53   | \$ | 11,494.95  |
| Guilford Rd- N of City Center- E side (sidewalk to curb)   | 1,974     | 0.05  | \$ | 3.10     | \$ | 86.82      |
| Guilford Rd- N of City Center W side (just check)  | 3,730     | 0.09  | \$ | 5.86     | \$ | 164.05     |
| Guilford Rd- North of Main St- East side   | 3,200     | 0.07  | \$ | 5.03     | \$ | 140.74     |
| Guilford Rd. S of Main St  | 4,224     | 0.19  | \$ | 12.92    | \$ | 361.70     |
| Harrowgate to Maplecrest Dr- S side to bridge  | 2,980     | 0.07  | \$ | 4.68     | \$ | 131.06     |
| Hawthorne Dr & Smokey Row Rd   | 52,751    | 1.21  | \$ | 82.86    | \$ | 2,320.06   |
| Hawthorne Dr W & Carey Rd Roundabout*- Includes all ROW  | 9,602     | 0.22  | \$ | 15.08    | \$ | 422.51     |
| Hazel Dell Pkwy. - 96 <sup>th</sup> St. to 146 <sup>th</sup> St.<br>Including Roundabout Lawn, Medians, R.O.W. (2000 Trees)                                  | 2,683,296 | 61.60 | \$ | 4,214.81 | \$ | 118,014.79 |
| Illinois & 111 <sup>th</sup> St- SE corner   | 10,380    | 0.24  | \$ | 16.30    | \$ | 456.53     |
| Illinois St - Carmel Dr to Dorset<br>1 Median- (7 Trees) & W side ROW  | 5,960     | 0.09  | \$ | 6.22     | \$ | 174.47     |
| Illinois St & Springmill Turf (New 463 Overpass)<br>Roundabout & Splitter Islands & W ROW Area   | 53,902    | 1.24  | \$ | 84.67    | \$ | 2,370.68   |
| Illinois St. - 106 <sup>th</sup> St to Carmel Dr<br>Includes Medians, ROW, 623 Trees, Roundabouts  | 962,120   | 22.00 | \$ | 1,511.27 | \$ | 42,315.66  |



|  |           |       |    |          |    |           |
|--|-----------|-------|----|----------|----|-----------|
| Illinois St - Main St north to 136 <sup>th</sup> St<br>Includes R.O.W. and Medians   | 221,142   | 5.08  | \$ | 347.36   | \$ | 9,726.11  |
| Keystone Ave- 96th St to 146th St<br>Sides and Medians   | 611,508   | 11.04 | \$ | 960.53   | \$ | 26,804.90 |
| Keystone Pkwy and Rangeline- Lowe's Way Connection   | 34,177    | 0.75  | \$ | 53.68    | \$ | 1,503.43  |
| Lakefront Ct & Carmel Dr   | 11,086    | 0.25  | \$ | 17.41    | \$ | 487.58    |
| Lowe's Way- Roundabout   | 17,596    | 0.40  | \$ | 27.64    | \$ | 773.89    |
| Main St & Brookshire Pkwy to Gray Rd- S side   | 21,669    | 0.50  | \$ | 34.04    | \$ | 953.03    |
| Main St & Gray Rd & Brookshire Pkwy- All of  | 149,927   | 3.44  | \$ | 235.50   | \$ | 6,593.98  |
| Main St & Gray Rd- Roundabout and NW corner heading North  | 53,561    | 1.23  | \$ | 84.13    | \$ | 2,355.68  |
| Main St & Hawthorne Dr- N & S side of road- E & W of Hawthorne Dr  | 73,094    | 1.68  | \$ | 114.81   | \$ | 3,214.77  |
| Main St & Maplecrest   | 1,232     | 0.03  | \$ | 1.94     | \$ | 54.18     |
| Main St & Sherman Dr- S.W. Corner- E and W   | 27,675    | 0.64  | \$ | 43.47    | \$ | 1,217.18  |
| Main St & York Dr  | 1,082     | 0.02  | \$ | 1.70     | \$ | 47.59     |
| Main St- E of Hazel Dell Pkwy- S side to Double Eagle Dr   | 65,975    | 1.51  | \$ | 103.63   | \$ | 2,901.66  |
| Main St- East of Gray Rd to woods- S side  | 34,848    | 0.80  | \$ | 54.74    | \$ | 1,532.66  |
| Main St & Guilford Rd Roundabout   | 12,313    | 0.28  | \$ | 19.34    | \$ | 541.54    |
| Main St- From Cool Creek W to Log Cabin- N side  | 2,640     | 0.06  | \$ | 4.15     | \$ | 116.11    |
| Main St- Medians & Pennsylvania St Roundabout  | 108,761   | 2.50  | \$ | 170.84   | \$ | 4,783.45  |
| Medians between Old Meridian & Pennsylvania St- Penn. RAB & sides  |           |       |    |          |    |           |
| Main St- S side by last bridge to RAB at River Rd  | 79,061    | 1.81  | \$ | 124.19   | \$ | 3,477.20  |
| Main St- brwn Cool Creek/ Red Oak- Inland every other time   | 642       | 0.01  | \$ | 1.01     | \$ | 28.24     |
| Main St- Illinois St to Old Meridian St  | 205,608   | 4.72  | \$ | 322.96   | \$ | 9,042.90  |
| Medical Dr @ Governor Sq Apts  | 11,388    | 0.26  | \$ | 17.89    | \$ | 500.86    |
| Michigan Rd- 116 <sup>th</sup> St to 96 <sup>th</sup> St   | 20,784    | 0.48  | \$ | 32.65    | \$ | 914.11    |
| Oak Ridge Rd - 136 <sup>th</sup> St to 146 <sup>th</sup> St<br>Includes Roundabouts, Medians, and R.O.W. (150 Trees)                               | 320,543   | 7.36  | \$ | 503.50   | \$ | 14,097.89 |
| Old Meridian St - Pennsylvania to Guilford<br>R.O.W., Medians- 4 Roundabouts   | 68,209    | 1.57  | \$ | 107.14   | \$ | 2,999.92  |
| Olivia Building*- Main St & Old Meridian St  | 11,851    | 0.27  | \$ | 18.62    | \$ | 521.22    |
| Palladium and The Green at City Center- All turf   |           |       |    |          |    |           |
| *Including City Center Landscape Beds N of City Center Building*<br>*The frozen MUST be mowed Thursday of each week*                               | 102,003   | 2.34  | \$ | 160.22   | \$ | 4,486.22  |
| Pawnee Rd & 126 <sup>th</sup> St   | 20,800    | 0.48  | \$ | 32.67    | \$ | 914.81    |
| Pennsylvania St & Carmel Dr Roundabout   | 29,827    | 0.68  | \$ | 46.38    | \$ | 1,298.64  |
| Pennsylvania St- Medians- Old Meridian to 103rd St   | 291,416   | 6.69  | \$ | 457.74   | \$ | 12,816.85 |
| Pointe Pkwy- Medians Only  | 6,093     | 0.14  | \$ | 9.58     | \$ | 268.20    |
| Rangeline and City Center Roundabout and ROW beds  | 10,195    | 0.23  | \$ | 16.01    | \$ | 448.39    |
| Rangeline Rd - 136 <sup>th</sup> St to Circle Dr   | 5,550     | 0.13  | \$ | 8.72     | \$ | 244.10    |
| Rangeline Rd - Carmel Dr to N of City Center- Medians  | 27,257    | 0.63  | \$ | 42.81    | \$ | 1,198.80  |
| Rangeline Rd- N of 136 <sup>th</sup> St- medians adjusted due to new landscape beds  | 5,550     | 0.13  | \$ | 8.72     | \$ | 244.10    |
| Rangeline Rd - 3 <sup>rd</sup> St SW to Creekside Dr- S of 116th St  | 5,576     | 0.13  | \$ | 8.76     | \$ | 245.24    |
| River Rd - S of 146 <sup>th</sup> St Community Dr- Medians and ROW to Tall Timber Run  | 344,635   | 8.83  | \$ | 604.17   | \$ | 16,916.74 |
| River Rd- 122 <sup>nd</sup> St to 126 <sup>th</sup> St   | 31,177    | 1.17  | \$ | 80.39    | \$ | 2,250.83  |
| Robner Rd- Across from Monon Parking Lot   | 6,917     | 0.16  | \$ | 10.86    | \$ | 304.22    |
| Robner Rd- S of 146 <sup>th</sup> St- E side   | 5,040     | 0.12  | \$ | 7.92     | \$ | 221.67    |
| Saddlebrook Addition- From Towne Rd to Ditch Rd  | 91,389    | 2.10  | \$ | 143.55   | \$ | 4,019.41  |
| Shelborne Rd- from South of 116th St to N of 96th St   | 126,285   | 2.90  | \$ | 198.36   | \$ | 5,534.18  |
| Shelborne Rd - North Realignment at 116 <sup>th</sup> St<br>Includes 1 Median (154 Trees)  | 12,885    | 0.30  | \$ | 20.24    | \$ | 566.70    |
| Shelborne Rd- Medians- 126th St Roundabout, S to Abney Point Dr  | 26,136    | 0.60  | \$ | 41.05    | \$ | 1,149.49  |
| Smokey & Carey-Black handrail and guardrail  | 1,334     | 0.03  | \$ | 2.10     | \$ | 58.67     |
| Smokey & Gray Rd - S of culvert  | 200       | 0.00  | \$ | 0.51     | \$ | 8.50      |
| Smokey Row Bridge- E of 1 <sup>st</sup> Ave NE   | 9,243     | 0.21  | \$ | 14.52    | \$ | 406.52    |
| Smokey- W of Gray Rd ditch N side  | 680       | 0.02  | \$ | 1.07     | \$ | 29.91     |
| Spring Mill Rd- 106th St to 146th St<br>Includes Roundabouts, Medians, & ROW Trees (229 Trees)<br>*Only was a 30" freeze around the planting beds* | 1,652,616 | 37.48 | \$ | 2,564.45 | \$ | 71,804.54 |
| Spring Mill Rd at 465-N & S of bridge to 96th St   | 73,050    | 1.68  | \$ | 114.74   | \$ | 3,212.83  |
| Spring Mill Rd & Illinois St Roundabout*   | 53,902    | 1.24  | \$ | 84.67    | \$ | 2,370.68  |
| Spring Mill Rd and Dorset*- Roundabout turf plus 4 divider islands   | 5,597     | 0.13  | \$ | 8.79     | \$ | 246.16    |
| Towne Rd - 116 <sup>th</sup> St to 146th St<br>Includes Medians, R.O.W., and Divider Island (286 Trees)  | 250,970   | 5.76  | \$ | 394.21   | \$ | 11,037.98 |
| US-31- 96th St to 146th St- Includes all roundabouts, side ROWs, medians   | 2,332,186 | 51.24 | \$ | 3,506.23 | \$ | 99,174.40 |
| Westfield Blvd - 99 <sup>th</sup> St to 96 <sup>th</sup> St<br>Includes Medians, R.O.W., and Divider Islands (106 Trees)                           | 411,847   | 9.43  | \$ | 646.91   | \$ | 18,113.56 |
| Woody's- Building West of  | 1,570     | 0.04  | \$ | 2.47     | \$ | 69.05     |
| Woody's- Two buildings North of  | 8,540     | 0.20  | \$ | 13.41    | \$ | 333.60    |

**TOTAL AREAS**

**16,288,756**

**373.94**

**\$ 25,585.73**

**\$ 716,358.34**

**2023 Total Mowing Out of Right-of-Way**

| Location   | Sq Ft         | Acres    | Price     | Price         |
|--|---------------|----------|-----------|---------------|
| 36 <sup>th</sup> & Westfield Blvd*- NE Corner Lot for All                | 45,490        | 1.04     | \$        | 71.45         |
| Grassy Area- Across from Silver Door Saloon at City Center               | 343           | 0.01     | \$        | 0.66          |
| Indiana Design Building- 1st St SW & Rangeline Rd                        | 1,570         | 0.03     | \$        | 2.16          |
| Old Meeting Hall   | 2,709         | 0.06     | \$        | 4.33          |
| Indergarten Building- South Side   | 16,506        | 0.37     | \$        | 25.83         |
| Veterans Memorial Lawn*- 3rd Avenues from the Palladium and Center Green | 20,000        | 0.46     | \$        | 51.42         |
| <b>TOTAL</b>   | <b>86,686</b> | <b>2</b> | <b>\$</b> | <b>136.16</b> |

**Changes to the 2022 Contract for Landscaping/ Mowing Areas**

**Sq Ft**

**Acres**

**Price**

**Price**

|   |               |  |  |  |
|---|---------------|--|--|--|
| 111th St & College Roundabout- landscaping and grass                    | 850           |  |  |  |
| 116th St & Westfield Blvd- Both sides near culvert pipe- grass only     | 4,800         |  |  |  |
| Main St & Gray Rd- Brookshire Lakes to Fire Station- N side- grass only | 4,800         |  |  |  |
|   |               |  |  |  |
| <b>TOTAL</b>  | <b>10,450</b> |  |  |  |



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108471**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

| PURCHASE ORDER DATE            | DATE REQUIRED   | REQUISITION NO.              | VENDOR NO.    | DESCRIPTION    |
|--------------------------------|-----------------|------------------------------|---------------|----------------|
| 1/26/2023                      |                 |                              | 00351837      |                |
| MAINSCAPE LANDSCAPING          |                 | Street Department            |               |                |
| VENDOR 13418 BRITTON PARK ROAD |                 | SHIP TO 3400 W. 131st Street |               |                |
| FISHERS,, IN 46038 -           |                 | Carmel, IN 46074-            |               |                |
|                                |                 | Matt Higginbotham            |               | (317) 733-2001 |
| PURCHASE ID                    | BLANKET         | CONTRACT                     | PAYMENT TERMS | FREIGHT        |
| 73664                          |                 |                              |               |                |
| QUANTITY                       | UNIT OF MEASURE | DESCRIPTION                  | UNIT PRICE    | EXTENSION      |

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-504.00

1 Each

Mowing / Landscaping

1,414,888.04 \$1,414,888.04

Sub Total \$1,414,888.04



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$1,414,888.04**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Lee Higginbotham  
Commissioner

TITLE

CONTROLLER

James Crider  
Director of Administration

CONTROL NO. **108471**



# City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

104923

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE.

| PURCHASE ORDER DATE | DATE REQUIRED | REQUISITION NO. | VENDOR NO. | DESCRIPTION |
|---------------------|---------------|-----------------|------------|-------------|
| 1/21/2021           |               |                 | 00351837   |             |

MAINSCAPE LANDSCAPING  
VENDOR 13418 BRITTON PARK ROAD

Street Department  
SHIP TO 3400 W. 131st Street  
Carmel, IN 46074-

FISHERS,, IN 46038 -

(317) 733-2001

| PURCHASE ID | BLANKET         | CONTRACT    | PAYMENT TERMS | FREIGHT   |
|-------------|-----------------|-------------|---------------|-----------|
| 53366       |                 |             |               |           |
| QUANTITY    | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE    | EXTENSION |

Department: 1206 Fund: 101 General Fund

Account: 43-504.00

|        |                      |            |            |
|--------|----------------------|------------|------------|
| 1 Each | Mowing / Landscaping | \$3,563.14 | \$3,563.14 |
|        |                      | Sub Total  | \$3,563.14 |

Account: 43-509.00

|        |                      |             |             |
|--------|----------------------|-------------|-------------|
| 1 Each | Mowing / Landscaping | \$48,856.72 | \$48,856.72 |
|        |                      | Sub Total   | \$48,856.72 |

Balance As of 1/25/23 = \$24,865.89



Send Invoice To:  
Street Department

3400 W. 131st Street  
Carmel, IN 46074-  
(317) 733-2001

PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

#### PAYMENT

\$52,419.86

\*A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

#### SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL.

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERE TO.

ORDERED BY

TITLE

CONTROLLER

*Terry Killen*

Terry Killen  
Commissioner

*James Crider*

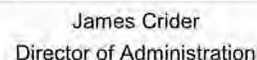
James Crider  
Director of Administration

CONTROL NO. 104923

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

|           |             |
|-----------|-------------|
| Sub Total | \$67,980.00 |
|-----------|-------------|





## AGREEMENT FOR PROFESSIONAL SERVICES



THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (hereinafter "City"), and National Water Services, LLC (hereinafter "Professional").

### RECITALS

WHEREAS City owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, from time to time, City needs professional assistance in fulfilling its foregoing responsibilities; and

WHEREAS, Professional is experienced in providing and desires to provide to City the professional services ("Services") referenced herein; and

WHEREAS, City desires to engage Professional as an independent contractor for the purpose of providing to City the Services referenced herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, City and Professional mutually agree as follows:

### SECTION 1                      INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

### SECTION 2                      SCOPE OF SERVICES

- 2.1 City desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference.
- 2.2 Professional understands and agrees that City may, from time to time, request Professional to provide additional or modified Services to City. When City desires additional Services from Professional, the City shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after City has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to City. A copy of the City's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by City.
- 2.3 Time is of the essence of this Agreement.



### SECTION 3                      CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 01-6360-03 funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

### SECTION 4                      PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with City its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

### SECTION 5                      COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Twenty Nine Thousand Five Hundred Seventy Nine Dollars (\$29,579.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

## SECTION 6                      TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2023, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

## SECTION 7                      MISCELLANEOUS

### 7.1 Termination

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City or Professional, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City, for cause, immediately upon Professional's receipt of City's "Notice to Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

### 7.2 Binding Effect

City and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

### 7.3 No Third Party Beneficiaries

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

### 7.4 Relationship

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are City employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies City for and from any and all costs, fees, expenses and/or damages incurred by City as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

## 7.5 Insurance

7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

|   |  |
|---|--|
| A. Commercial General Liability (Occurrence Basis)  |  |
| Bodily Injury, personal injury, property damage,<br>Contractual liability, product/completed operations |  |
| Each Occurrence Limit   | \$1,000,000.00   |
| Damage to Rented Premises   | \$100,000.00<br>(each occurrence)                                    |
| Medical Expense Limit   | \$5,000.00   |
| Personal and Advertising Injury Limit   | \$500,000.00   |
| General Aggregate Limit   | \$2,000,000.00 (Other than<br>Products Completed<br>Operations)      |
| NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT  |  |
| Products/Completed Operations   | \$1,000,000.00   |
| B. Auto Liability   |  |
|   | \$1,000,000.00 (combined<br>single limit) (owned, hired & non-owned) |
| Bodily injury & property damage   | \$1,000,000.00<br>each accident                                      |
| C. Excess/Umbrella Liability  |  |
|   | \$2,000,000 (each occurrence)  |



D. Worker's Compensation & Disability Statutory and aggregate)

E. Employer's Liability:

|                                    |                         |
|------------------------------------|-------------------------|
| Bodily Injury by Accident/Disease: | \$100,000 each employee |
| Bodily Injury by Accident/Disease: | \$250,000 each accident |
| Bodily Injury by Accident/Disease: | \$500,000 policy limit  |

F. Professional Liability Insurance. The Professional shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The Professional's policy of insurance shall contain prior acts coverage sufficient to cover all Services performed by the Professional for this Project. Upon City's request, Professional shall give prompt written notice to City of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

7.5.2 Professional shall provide the City with a certificate of insurance, naming the City as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

7.5.3 Professional may, with the prior approval of the City, substitute different types of coverage for those specified if the total amount of required protection is not reduced. Professional shall be responsible for all deductibles.

7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

## 7.6 Liens

Professional shall not cause or permit the filing of any lien on any of City's property. In the event such a lien is filed and Professional fails to remove it within ten (10) days after the date of filing, City shall have the right to pay or bond over such lien at Professional's sole cost and expense.

## 7.7 Default

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from City specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

## 7.8 Government Compliance

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless City from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

## 7.9 Indemnification

Professional shall indemnify and hold harmless City and its officers, officials, employees and agents from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

## 7.10 Discrimination Prohibition

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

#### 7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Professional is further required to execute the attached Affidavit, herein referred to as Exhibit C, which is an Affidavit affirming that: (i) Professional is enrolled and is participating in the E-Verify program, and (ii) Professional does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached Exhibit C. In support of the Affidavit, Professional shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the City's authorized representative.

Should Professional subcontract for the performance of any work under this Addendum, the Professional shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-Verify program. Professional shall maintain a copy of such certification for the duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Professional, or any subcontractor of Professional, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Professional or subcontractor subsequently learns is an unauthorized alien, Professional shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Professional or any subcontractor of Professional fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

#### 7.12 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

#### 7.13 Notice

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

**CITY:**

City of Carmel  
Utilities Department  
30 W Main St, 2<sup>nd</sup> Floor  
Carmel, Indiana 46032

City of Carmel  
Office of Corporation Counsel  
One Civic Square  
Carmel, Indiana 46032



**PROFESSIONAL:**

National Water Services, LLC  
PO Box 230  
Paoli, Indiana 47454

Notwithstanding the above, City may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

**7.14 Effective Date**

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

**7.15 Governing Law; Lawsuits**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as by all ordinances and codes of the City of Carmel, Indiana. The parties agree that, in the event a lawsuit is filed hereunder, they waive any right to a jury trial they may have, agree to file such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

**7.16 Waiver**

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

**7.17 Non-Assignment**

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without City's prior written consent.

**7.18 Entire Agreement**

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

#### 7.19 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

#### 7.20 Headings

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

#### 7.21 Advice of Counsel

The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

#### 7.22 Copyright

City acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. City agrees that all ownership rights and copyrights thereto lie with Professional, and City will use them solely for and on behalf of its own operations. City agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

#### 7.23 Personnel

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

#### 7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

#### 7.25 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within City's organization.

#### 7.26 Debarment And Suspension

7.26.1 The Professional certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Professional.

7.26.2 The Professional certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Professional shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

#### 7.27 Access to Public Records Act

Professional understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

#### 7.28 Iran Certification

Pursuant to I.C. § 5-22-16.5, the Professional shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.



National Water Services, LLC  
Utilities Department - 2023  
Appropriation # 01-6360-03 Fund; P.O.#W10140  
Contract Not To Exceed \$29,579.00

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

National Water Services, LLC

BY:

  
\_\_\_\_\_  
Authorized Signature

Printed Name: Anthony J. Alley

Title: Director of Sales IN/KY

FID/TIN: 35-215 8046

Date: JAN 24, 2023



January 6, 2023  
NWS Quote #010623-12  
Attn: Mr. Ken Rhodes  
City of Carmel  
4915 E 106<sup>th</sup> Street  
Carmel, IN 46033  
[krhodes@carmel.in.gov](mailto:krhodes@carmel.in.gov)

**Re: HVI Treatment-Well 30**

Dear Mr. Rhodes:

National Water Services, LLC is pleased to provide the following quotation for your consideration.

We will furnish all necessary equipment and personnel to perform the following scope of work based on our meeting of January 5, 2023.

- Mobilize our HVI equipment to the site.
- Remove the existing pumping equipment and transport to our facility to be disassembled and inspected. A detailed written report will be provided outlining our findings, any recommended repairs and their associated costs. ***No repairs will be made without prior approval.***
- After running water into the well to clear it up we will conduct a down-hole video survey to document the condition of the well.
- We will install our HVI equipment into the well and clear water flush the well to break up and remove any encrustation built up on the interior surface of the screened area.
- Next a chemical solution will be injected into the well and allowed one hour of contact time, immediately following the solution will be pumped from the well to our tank and surged back into the well repeatedly until such time the PH is neutral at which point the solution will be pumped to waste.
- The well will be pumped overboard overnight and a step test will be conducted the next morning to document the results of the first treatment.
- A second chemical solution will be injected into the well and the above process repeated.
- Following the final treatment, our equipment will be removed from the well and a post treatment video survey will be conducted.
- The permanent pumping equipment will be reinstalled into the well and a step test will be conducted to document the results of the treatment process.

**Pricing for above scope**

**\$29,579.00**

**Note:** Above pricing does not include any recommended pump repairs, those repairs will be handled separately.

National Water Services, LLC is looking forward to providing these services to Carmel Utilities. If you have any questions or would like to discuss this proposal in more detail, please do not hesitate to contact us at your convenience.

Respectfully,

***Tony Alley***

Tony Alley

Director of Sales IN/ KY

**National Water Services, LLC**

Office (317) 650-9234

Cell (812) 653-9630

[aalley@national-water.com](mailto:aalley@national-water.com)



## EXHIBIT B Invoice

**Date:**

*Name of Company:*

*Address & Zip:*

*Telephone No.:*

*Fax No.:*

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

|                                 |                             |   | <u>Goods</u>  | <u>Services</u>          |       |
|---------------------------------|-----------------------------|---|---------------|--------------------------|-------|
| Person Providing Goods/Services | Date Goods/Service Provided | Goods/Services Provided (Describe each good/service separately and in detail) | Cost Per Item | Hourly Rate/Hours Worked | Total |
|                                 |                             |   |               |                          |       |
|                                 |                             |   |               |                          |       |
|                                 |                             | GRAND TOTAL   |               |                          |       |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## EXHIBIT C

### AFFIDAVIT

Chris McClue, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by National Water Services LLC (the "Employer")  
in the position of Controller.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 26<sup>th</sup> day of January, 2023.

Chris McClue  
Printed: Chris McClue

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Chris McClue  
Printed: Chris McClue

E-Verify CO. ID 723559

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

PAGE 1

PURCHASE ORDER NUMBER

W10140

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE.

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

| PURCHASE ORDER DATE | DATE REQUIRED | REQUISITION NO. | VENDOR NO. | DESCRIPTION |
|---------------------|---------------|-----------------|------------|-------------|
| 1/18/2023           |               |                 | 377008     |             |

**VENDOR** National Water Services LLC  
PO Box 230  
Paoli IN 47454

**SHIP TO** Carmel Utilities  
30 W Main St  
2nd Floor  
Carmel, IN 46032

| CONFIRMATION | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|--------------|---------|----------|---------------|---------|
|              |         |          |               |         |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION                   | UNIT PRICE              | EXTENSION |
|----------|-----------------|-------------------------------|-------------------------|-----------|
| 1.00     | Each            | quote 010623-12 well cleaning | 29,579.00<br>01-6360-03 | 29,579.00 |

PLEASE INVOICE IN DUPLICATE

Credit 0.00

| Department | Account | Project | Project Account | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

**PAYMENT** 29,579.00

## SHIPPING INSTRUCTIONS

- \* SHIP PREPAID
- \* C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- \* PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- \* THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

- \* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFADAVIT ATTACHED.
- \* I HEREBY CERTIFY THAT THERE IS AN OBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

DOCUMENT CONTROL NO. W10140

CLERK-TREASURER



Sexson Mechanical Company, LLC  
Police Department - 2023  
Appropriation # 1110 101 43-515.01 Fund: P.O. #108441  
Contract Not To Exceed \$3,800.00

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

APPROVED  
By: [Signature] Date: 01/26/2023

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Sexson Mechanical Company, LLC, (the "Vendor"), as City Contract dated January 18, 2023 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

Sexson Mechanical Company, LLC

By:

By:

James Brainard, Presiding Officer  
Date: \_\_\_\_\_

[Signature]  
Authorized Signature

Mary Ann Burke, Member  
Date: \_\_\_\_\_

JUSTIN CASE  
Printed Name

Lori S. Watson, Member  
Date: \_\_\_\_\_

VP SERVICE OPERATIONS  
Title

ATTEST:

FID/TIN: 351962081

Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

Date: 01/26/2023



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Preventative Maintenance Agreement For:

**Carmel Police Department  
3 Civic Square  
Carmel, IN 46032**

This Preventative Maintenance Agreement is designed to provide the following benefits:

- Increase Energy Efficiency
- Reduce Mechanical Failure
- Improve Comfort Conditions
- Improve Overall System Reliability
- Assist with Maintenance Issues

Sexson Mechanical Company will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Preventive Maintenance Program with inspections to be performed per attached document for one year. Any repairs will be invoiced at Preferred hourly rates.

Agreement coverage will begin on:

**January 16<sup>th</sup>, 2023, through January 15<sup>th</sup>, 2024**

The agreement price is **\$3,800.00** for one year, to be paid **\$950.00** per quarter.

The coverages included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between Sexson Mechanical Company and City of Carmel. This agreement is the property of Sexson Mechanical Company and is provided for the customer's use only. No waivers, changes, or modification of any terms and conditions shall be binding on Sexson Mechanical Company unless made in writing and signed by authorized management of Sexson Mechanical Company.



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This annual agreement shall continue in effect for one year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

Sexson Mechanical Company

Customer

X

Clint Rempe  
Service Account Manager

X

Authorized Representative

#### **Emergency Services and Rates**

**Emergency services, repair labor and materials not covered by this agreement will be invoiced separately. Materials are billed at consumer list price plus 15%.**

|  |                       |
|--|-----------------------|
| <b>Hourly Rate – 7a.m. to 3:30p.m. Monday – Friday</b> | <b>\$ 95.00/hour</b>  |
| <b>Overtime Rate</b>                                   | <b>\$ 120.00/hour</b> |
| <b>Premium Hours Sundays and Holidays</b>              | <b>\$ 150.00/hour</b> |

**These services are performed on a Time and Material basis. When circumstances permit, an estimate for the costs of alterations and repairs will be submitted for approval.**





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Schedule of Maintained Equipment  
Carmel Police Headquarters

Quarterly (4x):  
(2) Air Handler MUA

Quarterly (3x):  
(38) Water Source Heat Pumps  
(4) Pumps

Bi-Annually:  
(1) Cabinet Heater  
(6) Exhaust Fans  
(1) Unit Heater

**All maintenance will be performed according to the manufacturer's recommendations.**



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## Terms and Conditions

### General

1. Sexson Mechanical Company agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The client agrees to operate and maintain the equipment covered by this agreement in accordance with the manufacturer's guidelines of operation
3. The customer will provide reasonable access to all areas and equipment.
4. All tests and inspections and non-emergency repair or replacement will be performed during normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday.
5. Emergency repairs outside of normal working hours will be billed at overtime rates.
6. The customer will notify Sexson Mechanical Company of any defect in the system promptly when it becomes known to them.
7. If any emergency call is made at the customer's request and no defect is found to be present, Sexson Mechanical Company may charge the customer at the preferred customer rate for such services.
8. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Sexson Mechanical Company on behalf of the customer whether such tax shall be local, state or federal in nature. **This will include but not be limited to the recovery; recycling, reclamation, handling and disposal of all refrigerants or halons and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
9. Payment for the maintenance agreement will be made in advance of the period during in which the service is provided.



- 
10. Sexson Mechanical Company will adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.
  11. Acceptance of this agreement by Sexson Mechanical Company assumes that all systems and equipment covered are in functioning condition. If repairs are found necessary during the new agreement start up inspection or an inspection visit, a repair proposal will be submitted for approval. If repair proposal is declined, the non-functioning items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
  12. Repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, structural supports, and other non-moving parts are not included in this agreement.
  13. If the system(s) or equipment covered is altered, modified, changed, or moved this agreement may be adjusted accordingly or terminated.

#### **Limitations of Liability and Indemnities**

1. Sexson Mechanical Company will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, partial or complete failure of the sprinkler system to function, act of God, or any other causes beyond Sexson Mechanical Company reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Sexson Mechanical Company or its suppliers, employees, or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to, loss of profit or revenues loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty or other liability is given and no other affirmation of Sexson Mechanical Company by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty or merchantability of fitness, and any other obligation on the part of Sexson Mechanical Company.

Sexson Mechanical Company, LLC

1001 Commerce Parkway South Drive, Suite A Greenwood, IN 46143 Office: 317 884-0010 Fax: 317 884-0040





- 
4. Sexson Mechanical Company warrants materials only to the extent and for the time period said materials are warranted to Sexson Mechanical Company by the manufacturer of the same. Sexson Mechanical Company liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Sexson Mechanical Company.

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108441**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

|                         |                 |                          |               |             |           |
|-------------------------|-----------------|--------------------------|---------------|-------------|-----------|
| PURCHASE ORDER DATE     | DATE REQUIRED   | REQUISITION NO.          | VENDOR NO.    | DESCRIPTION |           |
| 1/19/2023               |                 |                          | 374136        |             |           |
| VENDOR                  |                 |                          |               |             |           |
| SEXSON MECHANICAL CORP  |                 | Carmel Police Department |               |             |           |
| 1001 COMMERCE PKWY S DR |                 | SHIP TO 3 Civic Square   |               |             |           |
| SUITE A                 |                 | Carmel, IN 46032-        |               |             |           |
| GREENWOOD, IN 46143 -   |                 | Don Kirch                |               |             |           |
| PURCHASE ID             | BLANKET         | CONTRACT                 | PAYMENT TERMS | FREIGHT     |           |
| 73496                   |                 |                          |               |             |           |
| QUANTITY                | UNIT OF MEASURE | DESCRIPTION              |               | UNIT PRICE  | EXTENSION |

Department: 1110 Fund: 101 General Fund

Account: 43-515.01

1 Each

Annual maintenance agreement

|            |            |
|------------|------------|
| \$3,800.00 | \$3,800.00 |
| Sub Total  | \$3,800.00 |



Send Invoice To:  
Carmel Police Department  
Accounts Payable  
3 Civic Square  
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

#### SHIPPING INSTRUCTIONS

\*SHIP PREPAID.  
\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.  
\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL  
\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

#### PAYMENT

**\$3,800.00**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

*Jim Barlow*

ORDERED BY

Jim Barlow  
Chief

TITLE

CONTROLLER

CONTROL NO. **108441**

Sexson Mechanical Company, LLC  
Fire Department - 2023  
Appropriation # 1120 101 43-501.00 Fund; P.O. #108438  
Contract Not To Exceed \$11,248.00

APPROVED  
By: Sergey Greshchuk (01/19/2023)

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Sexson Mechanical Company, LLC, (the "Vendor"), as City Contract dated January 18, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety


Sexson Mechanical Company, LLC

By:

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

  
Authorized Signature

JUSTIN CAPE  
Printed Name

Mary Ann Burke, Member

Date: \_\_\_\_\_

VP SERVICE OPERATIONS  
Title

Lori S. Watson, Member

Date: \_\_\_\_\_

FID/TIN: 351952081

ATTEST:

Date: 01/23/2023

Sue Wolfgang, Clerk

Date: \_\_\_\_\_





---

Preventative Maintenance Agreement For:

**Carmel Fire Department Station 41  
1 Civic Square  
Carmel, IN 46032**

This Preventative Maintenance Agreement is designed to provide the following benefits:

- Increase Energy Efficiency
- Reduce Mechanical Failure
- Improve Comfort Conditions
- Improve Overall System Reliability
- Assist with Maintenance Issues

Sexson Mechanical Company will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Preventive Maintenance Program with inspections to be performed per attached document for one year. Any repairs will be invoiced at Preferred hourly rates.

Agreement coverage will begin on:

**January 16<sup>th</sup>, 2023, through January 15<sup>th</sup>, 2024**

The agreement price is **\$3,200.00** for one year, to be paid **\$800.00** per quarter.

The coverages included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between Sexson Mechanical Company and City of Carmel. This agreement is the property of Sexson Mechanical Company and is provided for the customer's use only. No waivers, changes, or modification of any terms and conditions shall be binding on Sexson Mechanical Company unless made in writing and signed by authorized management of Sexson Mechanical Company.



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Clint Rempe  
Service Account Manager

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Authorized Representative

### **Emergency Services and Rates**

**Emergency services, repair labor and materials not covered by this agreement will be invoiced separately. Materials are billed at consumer list price plus 15%.**

|  |                       |
|--|-----------------------|
| <b>Hourly Rate – 7a.m. to 3:30p.m. Monday – Friday</b> | <b>\$ 95.00/hour</b>  |
| <b>Overtime Rate</b>                                   | <b>\$ 120.00/hour</b> |
| <b>Premium Hours Sundays and Holidays</b>              | <b>\$ 150.00/hour</b> |
| <b>Truck Charge</b>                                    | <b>\$ 75.00</b>       |

**These services are performed on a Time and Material basis. When circumstances permit, an estimate for the costs of alterations and repairs will be submitted for approval.**



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**Equipment Covered Includes**  
**Carmel Fire Department Station 41**

- (10) Fan Coil Units
- (4) Pumps
- (4) Radiant Tube Heater
- (14) Mini split AHUs
- (3) Multi Split heat pumps

**All maintenance will be performed according to the manufacturer's recommendations.**





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## Terms and Conditions

### General

1. Sexson Mechanical Company agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The client agrees to operate and maintain the equipment covered by this agreement in accordance with the manufacturer's guidelines of operation
3. The customer will provide reasonable access to all areas and equipment.
4. All tests and inspections and non-emergency repair or replacement will be performed during normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday.
5. Emergency repairs outside of normal working hours will be billed at overtime rates.
6. The customer will notify Sexson Mechanical Company of any defect in the system promptly when it becomes known to them.
7. If any emergency call is made at the customer's request and no defect is found to be present, Sexson Mechanical Company may charge the customer at the preferred customer rate for such services.
8. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Sexson Mechanical Company on behalf of the customer whether such tax shall be local, state or federal in nature. **This will include but not be limited to the recovery; recycling, reclamation, handling and disposal of all refrigerants or halons and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
9. Payment for the maintenance agreement will be made in advance of the period during in which the service is provided.



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10. Sexson Mechanical Company will adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.
  11. Acceptance of this agreement by Sexson Mechanical Company assumes that all systems and equipment covered are in functioning condition. If repairs are found necessary during the new agreement start up inspection or an inspection visit, a repair proposal will be submitted for approval. If repair proposal is declined, the non-functioning items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
  12. Repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, structural supports, and other non-moving parts are not included in this agreement.
  13. If the system(s) or equipment covered is altered, modified, changed, or moved this agreement may be adjusted accordingly or terminated.

#### **Limitations of Liability and Indemnities**

1. Sexson Mechanical Company will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, partial or complete failure of the sprinkler system to function, act of God, or any other causes beyond Sexson Mechanical Company reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Sexson Mechanical Company or its suppliers, employees, or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to, loss of profit or revenues loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty or other liability is given and no other affirmation of Sexson Mechanical Company by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty or merchantability of fitness, and any other obligation on the part of Sexson Mechanical Company.

Sexson Mechanical Company, LLC

1001 Commerce Parkway South Drive, Suite A Greenwood, IN 46143 Office: 317 884-0010 Fax: 317 884-0040





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4. Sexson Mechanical Company warrants materials only to the extent and for the time period said materials are warranted to Sexson Mechanical Company by the manufacturer of the same. Sexson Mechanical Company liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Sexson Mechanical Company.





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Preventative Maintenance Agreement For:

**Carmel Fire Department Station 42  
3610 W. 106<sup>th</sup> Street  
Carmel, IN 46032**

This Preventative Maintenance Agreement is designed to provide the following benefits:

- Increase Energy Efficiency
- Reduce Mechanical Failure
- Improve Comfort Conditions
- Improve Overall System Reliability
- Assist with Maintenance Issues

Sexson Mechanical Company will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Preventive Maintenance Program with inspections to be performed per attached document for one year. Any repairs will be invoiced at Preferred hourly rates.

Agreement coverage will begin on:

**January 16<sup>th</sup>, 2023, through January 15<sup>th</sup>, 2024**

The agreement price is **\$1,472.00** for one year, to be paid **\$368.00** per quarter.

The coverages included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between Sexson Mechanical Company and City of Carmel. This agreement is the property of Sexson Mechanical Company and is provided for the customer's use only. No waivers, changes, or modification of any terms and conditions shall be binding on Sexson Mechanical Company unless made in writing and signed by authorized management of Sexson Mechanical Company.



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Clint Rempe  
Service Account Manager

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Authorized Representative

### **Emergency Services and Rates**

**Emergency services, repair labor and materials not covered by this agreement will be invoiced separately. Materials are billed at consumer list price plus 15%.**

|  |                       |
|--|-----------------------|
| <b>Hourly Rate – 7a.m. to 3:30p.m. Monday – Friday</b> | <b>\$ 95.00/hour</b>  |
| <b>Overtime Rate</b>                                   | <b>\$ 120.00/hour</b> |
| <b>Premium Hours Sundays and Holidays</b>              | <b>\$ 150.00/hour</b> |
| <b>Truck Charge</b>                                    | <b>\$ 75.00</b>       |

**These services are performed on a Time and Material basis. When circumstances permit, an estimate for the costs of alterations and repairs will be submitted for approval.**



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**Equipment Covered Includes**  
**Carmel Fire Department Station 42**

(4) Condensers

(4) Air handlers

(2) Tube Heaters

**All maintenance will be performed according to the manufacturer's recommendations.**





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## Terms and Conditions

### General

1. Sexson Mechanical Company agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The client agrees to operate and maintain the equipment covered by this agreement in accordance with the manufacturer's guidelines of operation
3. The customer will provide reasonable access to all areas and equipment.
4. All tests and inspections and non-emergency repair or replacement will be performed during normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday.
5. Emergency repairs outside of normal working hours will be billed at overtime rates.
6. The customer will notify Sexson Mechanical Company of any defect in the system promptly when it becomes known to them.
7. If any emergency call is made at the customer's request and no defect is found to be present, Sexson Mechanical Company may charge the customer at the preferred customer rate for such services.
8. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Sexson Mechanical Company on behalf of the customer whether such tax shall be local, state or federal in nature. **This will include but not be limited to the recovery; recycling, reclamation, handling and disposal of all refrigerants or halons and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
9. Payment for the maintenance agreement will be made in advance of the period during in which the service is provided.
10. Sexson Mechanical Company will adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.



11. Acceptance of this agreement by Sexson Mechanical Company assumes that all systems and equipment covered are in functioning condition. If repairs are found necessary during the new agreement start up inspection or an inspection visit, a repair proposal will be submitted for approval. If repair proposal is declined, the non-functioning items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
12. Repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, structural supports, and other non-moving parts are not included in this agreement.
13. If the system(s) or equipment covered is altered, modified, changed, or moved this agreement may be adjusted accordingly or terminated.

#### **Limitations of Liability and Indemnities**

1. Sexson Mechanical Company will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, partial or complete failure of the sprinkler system to function, act of God, or any other causes beyond Sexson Mechanical Company reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Sexson Mechanical Company or its suppliers, employees, or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to, loss of profit or revenues loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty or other liability is given and no other affirmation of Sexson Mechanical Company by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty or merchantability of fitness, and any other obligation on the part of Sexson Mechanical Company.





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4. Sexson Mechanical Company warrants materials only to the extent and for the time period said materials are warranted to Sexson Mechanical Company by the manufacturer of the same. Sexson Mechanical Company liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Sexson Mechanical Company.





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Preventative Maintenance Agreement For:

**Carmel Fire Department Station 43  
3232 E. 106<sup>th</sup> Street  
Carmel, IN 46033**

This Preventative Maintenance Agreement is designed to provide the following benefits:

- Increase Energy Efficiency
- Reduce Mechanical Failure
- Improve Comfort Conditions
- Improve Overall System Reliability
- Assist with Maintenance Issues

Sexson Mechanical Company will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Preventive Maintenance Program with inspections to be performed per attached document for one year. Any repairs will be invoiced at Preferred hourly rates.

Agreement coverage will begin on:

**January 16<sup>th</sup>, 2023, through January 15<sup>th</sup>, 2024**

The agreement price is **\$1,300.00** for one year, to be paid **\$325.00** per quarter.

The coverages included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between Sexson Mechanical Company and City of Carmel. This agreement is the property of Sexson Mechanical Company and is provided for the customer's use only. No waivers, changes, or modification of any terms and conditions shall be binding on Sexson Mechanical Company unless made in writing and signed by authorized management of Sexson Mechanical Company.



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Clint Rempe  
Service Account Manager

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Authorized Representative

### **Emergency Services and Rates**

**Emergency services, repair labor and materials not covered by this agreement will be invoiced separately. Materials are billed at consumer list price plus 15%.**

|  |                       |
|--|-----------------------|
| <b>Hourly Rate – 7a.m. to 3:30p.m. Monday – Friday</b> | <b>\$ 95.00/hour</b>  |
| <b>Overtime Rate</b>                                   | <b>\$ 120.00/hour</b> |
| <b>Premium Hours Sundays and Holidays</b>              | <b>\$ 150.00/hour</b> |
| <b>Truck Charge</b>                                    | <b>\$ 75.00</b>       |

**These services are performed on a Time and Material basis. When circumstances permit, an estimate for the costs of alterations and repairs will be submitted for approval.**



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**Equipment Covered Includes**  
**Carmel Fire Department Station 43**

- (3) Condensers
- (3) Air handlers
- (2) Tube Heaters
- (1) Multi split system

**All maintenance will be performed according to the manufacturer's recommendations.**





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## Terms and Conditions

### General

1. Sexson Mechanical Company agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The client agrees to operate and maintain the equipment covered by this agreement in accordance with the manufacturer's guidelines of operation
3. The customer will provide reasonable access to all areas and equipment.
4. All tests and inspections and non-emergency repair or replacement will be performed during normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday.
5. Emergency repairs outside of normal working hours will be billed at overtime rates.
6. The customer will notify Sexson Mechanical Company of any defect in the system promptly when it becomes known to them.
7. If any emergency call is made at the customer's request and no defect is found to be present, Sexson Mechanical Company may charge the customer at the preferred customer rate for such services.
8. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Sexson Mechanical Company on behalf of the customer whether such tax shall be local, state or federal in nature. **This will include but not be limited to the recovery; recycling, reclamation, handling and disposal of all refrigerants or halons and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
9. Payment for the maintenance agreement will be made in advance of the period during in which the service is provided.



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10. Sexson Mechanical Company will adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.
  11. Acceptance of this agreement by Sexson Mechanical Company assumes that all systems and equipment covered are in functioning condition. If repairs are found necessary during the new agreement start up inspection or an inspection visit, a repair proposal will be submitted for approval. If repair proposal is declined, the non-functioning items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
  12. Repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, structural supports, and other non-moving parts are not included in this agreement.
  13. If the system(s) or equipment covered is altered, modified, changed, or moved this agreement may be adjusted accordingly or terminated.

#### **Limitations of Liability and Indemnities**

1. Sexson Mechanical Company will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, partial or complete failure of the sprinkler system to function, act of God, or any other causes beyond Sexson Mechanical Company reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Sexson Mechanical Company or its suppliers, employees, or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to, loss of profit or revenues loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty or other liability is given and no other affirmation of Sexson Mechanical Company by word or action shall constitute a warranty. This warranty is expressly in lieu of





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any other expressed or implied warranty including any implied warranty or merchantability of fitness, and any other obligation on the part of Sexson Mechanical Company.

4. Sexson Mechanical Company warrants materials only to the extent and for the time period said materials are warranted to Sexson Mechanical Company by the manufacturer of the same. Sexson Mechanical Company liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Sexson Mechanical Company.





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Preventative Maintenance Agreement For:

**Carmel Fire Department Station 44  
5032 E. Main Street  
Carmel, IN 46033**

This Preventative Maintenance Agreement is designed to provide the following benefits:

- Increase Energy Efficiency
- Reduce Mechanical Failure
- Improve Comfort Conditions
- Improve Overall System Reliability
- Assist with Maintenance Issues

Sexson Mechanical Company will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Preventive Maintenance Program with inspections to be performed per attached document for one year. Any repairs will be invoiced at Preferred hourly rates.

Agreement coverage will begin on:

**January 16<sup>th</sup>, 2023, through January 15<sup>th</sup>, 2024**

The agreement price is **\$2,264.00** for one year, to be paid **\$566.00** per quarter.

The coverages included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between Sexson Mechanical Company and City of Carmel. This agreement is the property of Sexson Mechanical Company and is provided for the customer's use only. No waivers, changes, or modification of any terms and conditions shall be binding on Sexson Mechanical Company unless made in writing and signed by authorized management of Sexson Mechanical Company.



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Clint Rempe  
Service Account Manager

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Authorized Representative

### **Emergency Services and Rates**

**Emergency services, repair labor and materials not covered by this agreement will be invoiced separately. Materials are billed at consumer list price plus 15%.**

|  |                       |
|--|-----------------------|
| <b>Hourly Rate – 7a.m. to 3:30p.m. Monday – Friday</b> | <b>\$ 95.00/hour</b>  |
| <b>Overtime Rate</b>                                   | <b>\$ 120.00/hour</b> |
| <b>Premium Hours Sundays and Holidays</b>              | <b>\$ 150.00/hour</b> |
| <b>Truck Charge</b>                                    | <b>\$ 75.00</b>       |

**These services are performed on a Time and Material basis. When circumstances permit, an estimate for the costs of alterations and repairs will be submitted for approval.**



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**Equipment Covered Includes**  
**Carmel Fire Department Station 44**

- (1) LG VRF system
- (2) Exhaust fans
- (3) Tube Heaters
- (1) Make-up air unit
- (1) Mini split system

**All maintenance will be performed according to the manufacturer's recommendations.**





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## Terms and Conditions

### General

1. Sexson Mechanical Company agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The client agrees to operate and maintain the equipment covered by this agreement in accordance with the manufacturer's guidelines of operation
3. The customer will provide reasonable access to all areas and equipment.
4. All tests and inspections and non-emergency repair or replacement will be performed during normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday.
5. Emergency repairs outside of normal working hours will be billed at overtime rates.
6. The customer will notify Sexson Mechanical Company of any defect in the system promptly when it becomes known to them.
7. If any emergency call is made at the customer's request and no defect is found to be present, Sexson Mechanical Company may charge the customer at the preferred customer rate for such services.
8. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Sexson Mechanical Company on behalf of the customer whether such tax shall be local, state or federal in nature. **This will include but not be limited to the recovery; recycling, reclamation, handling and disposal of all refrigerants or halons and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
9. Payment for the maintenance agreement will be made in advance of the period during in which the service is provided.



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10. Sexson Mechanical Company will adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.
  11. Acceptance of this agreement by Sexson Mechanical Company assumes that all systems and equipment covered are in functioning condition. If repairs are found necessary during the new agreement start up inspection or an inspection visit, a repair proposal will be submitted for approval. If repair proposal is declined, the non-functioning items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
  12. Repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, structural supports, and other non-moving parts are not included in this agreement.
  13. If the system(s) or equipment covered is altered, modified, changed, or moved this agreement may be adjusted accordingly or terminated.

#### **Limitations of Liability and Indemnities**

1. Sexson Mechanical Company will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, partial or complete failure of the sprinkler system to function, act of God, or any other causes beyond Sexson Mechanical Company reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Sexson Mechanical Company or its suppliers, employees, or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to, loss of profit or revenues loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty or other liability is given and no other affirmation of Sexson Mechanical Company by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty or merchantability of fitness, and any other obligation on the part of Sexson Mechanical Company.

Sexson Mechanical Company, LLC

1001 Commerce Parkway South Drive, Suite A Greenwood, IN 46143 Office: 317 884-0010 Fax: 317 884-0040





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4. Sexson Mechanical Company warrants materials only to the extent and for the time period said materials are warranted to Sexson Mechanical Company by the manufacturer of the same. Sexson Mechanical Company liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Sexson Mechanical Company.





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Preventative Maintenance Agreement For:

**Carmel Fire Department Station 46  
540 W. 136th Street  
Carmel, IN 46032**

This Preventative Maintenance Agreement is designed to provide the following benefits:

- Increase Energy Efficiency
- Reduce Mechanical Failure
- Improve Comfort Conditions
- Improve Overall System Reliability
- Assist with Maintenance Issues

Sexson Mechanical Company will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Preventive Maintenance Program with inspections to be performed per attached document for one year. Any repairs will be invoiced at Preferred hourly rates.

Agreement coverage will begin on:

**January 16<sup>th</sup>, 2023, through January 15<sup>th</sup>, 2024**

The agreement price is **\$1,760.00** for one year, to be paid **\$440.00** per quarter.

The coverages included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between Sexson Mechanical Company and City of Carmel. This agreement is the property of Sexson Mechanical Company and is provided for the customer's use only. No waivers, changes, or modification of any terms and conditions shall be binding on Sexson Mechanical Company unless made in writing and signed by authorized management of Sexson Mechanical Company.



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Clint Rempe  
Service Account Manager

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Authorized Representative

### **Emergency Services and Rates**

**Emergency services, repair labor and materials not covered by this agreement will be invoiced separately. Materials are billed at consumer list price plus 15%.**

|  |                       |
|--|-----------------------|
| <b>Hourly Rate – 7a.m. to 3:30p.m. Monday – Friday</b> | <b>\$ 95.00/hour</b>  |
| <b>Overtime Rate</b>                                   | <b>\$ 120.00/hour</b> |
| <b>Premium Hours Sundays and Holidays</b>              | <b>\$ 150.00/hour</b> |
| <b>Truck Charge</b>                                    | <b>\$ 75.00</b>       |

**These services are performed on a Time and Material basis. When circumstances permit, an estimate for the costs of alterations and repairs will be submitted for approval.**



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**Equipment Covered Includes**  
**Carmel Fire Department Station 46**

(4) Condensers

(4) Air handlers

(2) Tube Heaters

**All maintenance will be performed according to the manufacturer's recommendations.**





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## Terms and Conditions

### General

1. Sexson Mechanical Company agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The client agrees to operate and maintain the equipment covered by this agreement in accordance with the manufacturer's guidelines of operation
3. The customer will provide reasonable access to all areas and equipment.
4. All tests and inspections and non-emergency repair or replacement will be performed during normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday.
5. Emergency repairs outside of normal working hours will be billed at overtime rates.
6. The customer will notify Sexson Mechanical Company of any defect in the system promptly when it becomes known to them.
7. If any emergency call is made at the customer's request and no defect is found to be present, Sexson Mechanical Company may charge the customer at the preferred customer rate for such services.
8. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Sexson Mechanical Company on behalf of the customer whether such tax shall be local, state or federal in nature. **This will include but not be limited to the recovery; recycling, reclamation, handling and disposal of all refrigerants or halons and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
9. Payment for the maintenance agreement will be made in advance of the period during in which the service is provided.
10. Sexson Mechanical Company will adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.



11. Acceptance of this agreement by Sexson Mechanical Company assumes that all systems and equipment covered are in functioning condition. If repairs are found necessary during the new agreement start up inspection or an inspection visit, a repair proposal will be submitted for approval. If repair proposal is declined, the non-functioning items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
12. Repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, structural supports, and other non-moving parts are not included in this agreement.
13. If the system(s) or equipment covered is altered, modified, changed, or moved this agreement may be adjusted accordingly or terminated.

#### **Limitations of Liability and Indemnities**

1. Sexson Mechanical Company will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, partial or complete failure of the sprinkler system to function, act of God, or any other causes beyond Sexson Mechanical Company reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Sexson Mechanical Company or its suppliers, employees, or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to, loss of profit or revenues loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty or other liability is given and no other affirmation of Sexson Mechanical Company by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty or merchantability of fitness, and any other obligation on the part of Sexson Mechanical Company.





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4. Sexson Mechanical Company warrants materials only to the extent and for the time period said materials are warranted to Sexson Mechanical Company by the manufacturer of the same. Sexson Mechanical Company liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Sexson Mechanical Company.





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Preventative Maintenance Agreement For:

**Carmel Fire Department Training Center  
4925 E. 106th Street  
Carmel, IN 46033**

This Preventative Maintenance Agreement is designed to provide the following benefits:

- Increase Energy Efficiency
- Reduce Mechanical Failure
- Improve Comfort Conditions
- Improve Overall System Reliability
- Assist with Maintenance Issues

Sexson Mechanical Company will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Preventive Maintenance Program with inspections to be performed per attached document for one year. Any repairs will be invoiced at Preferred hourly rates.

Agreement coverage will begin on:

**January 16<sup>th</sup>, 2023, through January 15<sup>th</sup>, 2024**

The agreement price is **\$1,252.00** for one year, to be paid **\$313.00** per quarter.

The coverages included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between Sexson Mechanical Company and City of Carmel. This agreement is the property of Sexson Mechanical Company and is provided for the customer's use only. No waivers, changes, or modification of any terms and conditions shall be binding on Sexson Mechanical Company unless made in writing and signed by authorized management of Sexson Mechanical Company.



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Clint Rempe  
Service Account Manager

---

Authorized Representative

### **Emergency Services and Rates**

**Emergency services, repair labor and materials not covered by this agreement will be invoiced separately. Materials are billed at consumer list price plus 15%.**

|  |                       |
|--|-----------------------|
| <b>Hourly Rate – 7a.m. to 3:30p.m. Monday – Friday</b> | <b>\$ 95.00/hour</b>  |
| <b>Overtime Rate</b>                                   | <b>\$ 120.00/hour</b> |
| <b>Premium Hours Sundays and Holidays</b>              | <b>\$ 150.00/hour</b> |
| <b>Truck Charge</b>                                    | <b>\$ 75.00</b>       |

**These services are performed on a Time and Material basis. When circumstances permit, an estimate for the costs of alterations and repairs will be submitted for approval.**



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**Equipment Covered Includes**  
**Carmel Fire Department Training Center**

(3) Condensing Units

(3) Air Handlers

(2) Unit Heaters

**All maintenance will be performed according to the manufacturer's recommendations.**





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## Terms and Conditions

### General

1. Sexson Mechanical Company agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The client agrees to operate and maintain the equipment covered by this agreement in accordance with the manufacturer's guidelines of operation
3. The customer will provide reasonable access to all areas and equipment.
4. All tests and inspections and non-emergency repair or replacement will be performed during normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday.
5. Emergency repairs outside of normal working hours will be billed at overtime rates.
6. The customer will notify Sexson Mechanical Company of any defect in the system promptly when it becomes known to them.
7. If any emergency call is made at the customer's request and no defect is found to be present, Sexson Mechanical Company may charge the customer at the preferred customer rate for such services.
8. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Sexson Mechanical Company on behalf of the customer whether such tax shall be local, state or federal in nature. **This will include but not be limited to the recovery; recycling, reclamation, handling and disposal of all refrigerants or halons and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
9. Payment for the maintenance agreement will be made in advance of the period during in which the service is provided.
10. Sexson Mechanical Company will adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.



11. Acceptance of this agreement by Sexson Mechanical Company assumes that all systems and equipment covered are in functioning condition. If repairs are found necessary during the new agreement start up inspection or an inspection visit, a repair proposal will be submitted for approval. If repair proposal is declined, the non-functioning items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
12. Repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, structural supports, and other non-moving parts are not included in this agreement.
13. If the system(s) or equipment covered is altered, modified, changed, or moved this agreement may be adjusted accordingly or terminated.

#### **Limitations of Liability and Indemnities**

1. Sexson Mechanical Company will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, partial or complete failure of the sprinkler system to function, act of God, or any other causes beyond Sexson Mechanical Company reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Sexson Mechanical Company or its suppliers, employees, or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to, loss of profit or revenues loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty or other liability is given and no other affirmation of Sexson Mechanical Company by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty or merchantability of fitness, and any other obligation on the part of Sexson Mechanical Company.





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4. Sexson Mechanical Company warrants materials only to the extent and for the time period said materials are warranted to Sexson Mechanical Company by the manufacturer of the same. Sexson Mechanical Company liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Sexson Mechanical Company.



# City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108438**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

| PURCHASE ORDER DATE            | DATE REQUIRED   | REQUISITION NO.                        | VENDOR NO.    | DESCRIPTION |
|--------------------------------|-----------------|--|---------------|-------------|
| 1/19/2023                      |                 |  | 374136        | HVAC PM     |
| SEXSON MECHANICAL CORP         |                 | Carmel Fire Department                 |               |             |
| VENDOR 1001 COMMERCE PKWY S DR |                 | SHIP TO 10701 N. College Avenue, Ste A |               |             |
| SUITE A                        |                 | Carmel, IN 46280-                      |               |             |
| GREENWOOD, IN 46143 -          |                 |  |               |             |
| PURCHASE ID                    | BLANKET         | CONTRACT                               | PAYMENT TERMS | FREIGHT     |
| 73467                          |                 |  |               |             |
| QUANTITY                       | UNIT OF MEASURE | DESCRIPTION                            | UNIT PRICE    | EXTENSION   |

Department: 1120 Fund: 101 General Fund

Account: 43-501.00

|        |                         |            |             |
|--------|-------------------------|------------|-------------|
| 1 Each | HVAC PM - Station 346   | \$1,760.00 | \$1,760.00  |
| 1 Each | HVAC PM's - CTC         | \$1,252.00 | \$1,252.00  |
| 1 Each | HVAC PM's - Station 341 | \$3,200.00 | \$3,200.00  |
| 1 Each | HVAC PM's - Station 342 | \$1,472.00 | \$1,472.00  |
| 1 Each | HVAC PM's - Station 343 | \$1,300.00 | \$1,300.00  |
| 1 Each | HVAC PM's - Station 344 | \$2,264.00 | \$2,264.00  |
|        |                         | Sub Total  | \$11,248.00 |



Send Invoice To:

Carmel Fire Department

2 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$11,248.00**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Denise Snyder

TITLE

Accreditation/Budget Administrator

CONTROLLER

CONTROL NO. **108438**

Sexson Mechanical Company, LLC  
Fire Department - 2023  
Appropriation # 1120 101 43-501.00 Fund; P.O. #108482  
Contract Not To Exceed \$25,378.73

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

**APPROVED**  
By Sergey Grechukhin at 9:40 am, Feb 02, 2023

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Sexson Mechanical Company, LLC, (the "Vendor"), as City Contract dated January 18, 2023 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:


CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

Sexson Mechanical Company, LLC

By:

By:

James Brainard, Presiding Officer  
Date: \_\_\_\_\_

  
Authorized Signature

Mary Ann Burke, Member  
Date: \_\_\_\_\_

JUSTIN CAPE  
Printed Name

Lori S. Watson, Member  
Date: \_\_\_\_\_

VP - SERVICE OPERATIONS  
Title

ATTEST:

FID/TIN: 351952081

Date: 02/01/2023

Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

Exhibit A



Jan 18, 2023

To: Carmel Fire Department Station

Re: Carmel Fire Department 43 - Replace 2 split systems

Sexson Mechanical Company proposes to furnish all labor, material, tools, and equipment as required to perform the **Mechanical Installation** on the above referenced project as outlined below.

**Base Bid for the Sum of: \$25,378.73**

**Our price includes:**

Recover refrigerant and recycle according to EPA guidelines.  
Remove existing AHUs, cased coils, line sets, condensers and thermostats.  
Install new equipment and make all required connections, including gas, duct, flues, electrical and controls.  
Charge system, startup and test operation of equipment.  
Work to be completed so as not to leave the building without heat over night.

**Our price does not include:**

Insurance beyond our normal limitations  
Sales Tax  
Temporary heating and/or cooling  
Painting of any kind  
Fire Protection  
Engineering or Design  
Dumpsters  
Cleaning or testing of existing system  
Overtime or shift work

**Respectfully,**

Clint Rempe



## Sexson Mechanical Company

### Terms & Condition:

- Proposal based on mutually agreeable contract terms and conditions
- Work performed during normal business hours Monday through Friday 7AM to 4 PM.
- If progress is extended due to interference outside Sexson Mechanical Company control, additional cost for material and labor may be billed on a time & materials basis.
- **This proposal has been estimated using industry standard practice. If materials uncovered alter from industry standard practice, additional charge may occur and would be performed on a time and material basis.**
- THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Sexson Mechanical Company will use its best efforts to staff and supply this project to meet the scheduled completion. However, Sexson Mechanical Company reserves its right to seek an excusable extension of time if Sexson Mechanical Company or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages, governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Contract or Subcontract, we intend to seek additional costs associated with the suspension.
- THIS PROPOSAL IS CONTINGENT ON A LACK OF FUTURE IMPACT BY THE ON-GOING ESCALATION OF THE PRICES OF MATERIAL, EQUIPMENT AND/OR ENERGY. Given that the construction industry has been and will continue to face unprecedented escalation in material pricing as the world begins the rebound from COVID-19, and the possibility that the pricing of materials, equipment and energy continues to escalate, Sexson Mechanical Company cannot anticipate the impact of the current increases in pricing. As such, Sexson Mechanical Company will use its best efforts to purchase the materials, equipment, and energy in such a manner as to limit the impact of the escalation. However, Sexson Mechanical Company reserves its right to seek an equitable change order if Sexson Mechanical Company or its subcontractors and suppliers are unable to supply these products at the same or similar costs as carried in their estimates. To the extent that the project is subject to provable material escalation in pricing, we reserve our right to seek any such additional costs.

Sexson Mechanical Company

Customer

X

X

Clint Rempe

Authorized Representative

# City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108482**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

| PURCHASE ORDER DATE            |  | DATE REQUIRED   | REQUISITION NO. | VENDOR NO.                          | DESCRIPTION              |            |
|--------------------------------|--|-----------------|-----------------|-------------------------------------|--------------------------|------------|
| 1/31/2023                      |  |                 |                 | 374136                              | Sta. 43 HVAC Split Units |            |
| SEXSON MECHANICAL CORP         |  |                 |                 | Carmel Fire Department              |                          |            |
| VENDOR 1001 COMMERCE PKWY S DR |  |                 |                 | SHIP 10701 N. College Avenue, Ste A |                          |            |
| SUITE A                        |  |                 |                 | TO Carmel, IN 46280-                |                          |            |
| GREENWOOD, IN 46143 -          |  |                 |                 |                                     |                          |            |
| PURCHASE ID                    |  | BLANKET         | CONTRACT        | PAYMENT TERMS                       |                          | FREIGHT    |
| 73797                          |  |                 |                 |                                     |                          |            |
| QUANTITY                       |  | UNIT OF MEASURE |                 | DESCRIPTION                         |                          | UNIT PRICE |
|                                |  |                 |                 |                                     |                          | EXTENSION  |

**SEXSON MECHANICAL CORP**  
**VENDOR 1001 COMMERCE PKWY S DR**  
**SUITE A**  
**GREENWOOD, IN 46143 -**

**Carmel Fire Department**  
**SHIP TO 10701 N. College Avenue, Ste A**  
**Carmel, IN 46280-**

Department: 1120 Fund: 101 General Fund

Account: 43-501.00

1 Each

Replace 2 Split Systems - Sta. 43 per Quote

\$25,378.73

\$25,378.73

Sub Total \$25,378.73



Send Invoice To:

**Carmel Fire Department**

**2 Civic Square**

**Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL.

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$25,378.73**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

*Denise Snyder*

ORDERED BY

Denise Snyder

TITLE

Accreditation/Budget Administrator

CONTROLLER

*James Crider*

James Crider

Director of Administration

CONTROL NO. **108482**

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Shade Trees Unlimited, Inc. (the "Vendor"), as City Contract dated February 21, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

Shade Trees Unlimited, Inc.

By:

By:

James Brainard, Presiding Officer

Authorized Signature

Date: \_\_\_\_\_

Michael S. Hollis

Printed Name

Mary Ann Burke, Member

General Manager

Date: \_\_\_\_\_

Title

Lori S. Watson, Member

FID/TIN: 35-1850981

Date: \_\_\_\_\_

Date: 1/25/2023

ATTEST:

Sue Wolfgang, Clerk

Date: \_\_\_\_\_





# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

**QUOTE FOR PURCHASE OF TREES AND OTHER PLANT MATERIAL**

**CONTRACT NOT TO EXCEED \$95,000.00**

Quotes are due January 18, 2023, at 9:00 am. Please submit to:

Department of Community Services  
ATTN: Daren Mindham  
1 Civic Sq  
Carmel, IN 46032

## **I. SCOPE OF SERVICES**

The quote is for the purchase of trees. The Contractor shall furnish all labor, materials, equipment, and services necessary to supply trees to a 'to be determined' location in or within five miles of Carmel.

## **II. CITY OF CARMEL REPRESENTATIVE**

All questions related to this quote shall be addressed to:

Daren Mindham  
Urban Forester  
1 Civic Square  
Carmel, IN 46032

Phone: 317-571-2283

Email: [dmindham@carmel.in.gov](mailto:dmindham@carmel.in.gov)

## **III. WORK REQUIREMENTS**

### Applicable Nursery Standards:

- Contractor must adhere to American National Standards Institute (ANSI Z60.1) current edition.
- Trees shall be subject to field inspection for quality of stock.
- Trees shall be part of the Contractor's current inventory.

### Requirements:

- Ball and burlap tree stock availability.
- Stock to be root pruned every other year.
- Tree canopy is custom trimmed per variety.
- Ball and burlap trees shall have ball sizes that are larger than minimum nursery standard.
- Orders are assembled the day before delivery required.
- Orders are tagged to be uniformly matched, if not personally selected by Carmel Representative.
- Stock received shall be the same as ordered. No change in size, smaller or larger, will be accepted.
- Packaging type received shall be same as ordered. If ball and burlap is ordered containerized trees cannot be substituted unless authorized by the Carmel Representative.



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

## IV. LAYOUT OF QUOTE (to the nearest dollar)

Please provide a price for each tree species per caliper size and note if the species is currently in stock.  
(Actual species may vary):

| Tree Species              | 1.75" | 2.00" | 2.25" | 2.50" | 6'   | Able to supply at least (20) at 2.5" (circle) |
|---------------------------|-------|-------|-------|-------|------|---|
| American hornbeam         | 140   | 160   | 180   |       |      | Yes No  |
| Bald cypress              | 131   | 152   | 168   | 182   |      | Yes No  |
| Elm, hybrid               | 131   | 152   | 168   | 182   |      | Yes No  |
| Ginkgo                    | 154   | 176   | 198   |       |      | Yes No  |
| Hackberry                 | 140   | 160   | 180   | 195   |      | Yes No  |
| Honeylocust               | 136   | 156   | 176   | 195   |      | Yes No  |
| Kentucky coffeetree       | 140   | 160   | 180   | 200   |      | Yes No  |
| Japanese tree lilac       | 140   | 160   | 180   | 200   |      | Yes No  |
| Japanese zelkova          | 136   | 156   | 180   | 195   |      | Yes No  |
| London planetree          | 136   | 156   | 180   | 195   |      | Yes No  |
| Oak                       | 136   | 156   | 180   | 195   |      | Yes No  |
| Redbud, single stem       | 136   | 156   | 180   | 195   |      | Yes No  |
| River birch, single stem  | 108   | 125   | 140   | 155   |      | Yes No  |
| Tulip tree                | 136   | 156   | 176   | 195   |      | Yes No  |
| Arborvitae, 'green giant' |       |       |       |       | \$90 | Yes No  |
| Norway spruce             |       |       |       |       |      | Yes No  |

Delivery cost to holding area (within 5 miles of Carmel):

Price per 75 trees: 800

Other qualifications/notes: Our inventory on bigger sizing will be better in Fall 2023

Company Name: Shade Trees Unlimited

Signature: Michael Hollis

Date: 1/18/2023

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108447**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

| PURCHASE ORDER DATE | DATE REQUIRED | REQUISITION NO. | VENDOR NO. | DESCRIPTION            |
|---------------------|---------------|-----------------|------------|------------------------|
| 1/20/2023           |               |                 | 00352697   | Tree purchase for 2023 |

**SHADE TREES UNLIMITED INC**  
VENDOR **PO BOX 152**

**Dept of Community Service**  
**SHIP TO 1 Civic Square**  
**Carmel, IN 46032-**

**COLUMBIA CITY, IN 46725 -**

| PURCHASE ID | BLANKET         | CONTRACT    | PAYMENT TERMS | FREIGHT   |
|-------------|-----------------|-------------|---------------|-----------|
| 73558       |                 |             |               |           |
| QUANTITY    | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE    | EXTENSION |

Department: **1192** Fund: **101** General Fund

Account: **44-624.00**

**1 Each**

**Trees**

|                    |                    |
|--------------------|--------------------|
| <b>\$95,000.00</b> | <b>\$95,000.00</b> |
| Sub Total          | <b>\$95,000.00</b> |



Send Invoice To:

**Dept of Community Service**

**1 Civic Square**  
**Carmel, IN 46032-**

**PLEASE INVOICE IN DUPLICATE**

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

## PAYMENT

**\$95,000.00**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

CONTROLLER

*Mike Hollibaugh*  
Mike Hollibaugh  
Director

*James Crider*  
James Crider  
Director of Administration

CONTROL NO. **108447**



# AIA® Document A105® – 2017



## ***Standard Short Form of Agreement Between Owner and Contractor***

**AGREEMENT** made as of the Seventh day of February in the year Two Thousand Twenty-three

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

City of Carmel, Indiana by and through its Board of Public Works and Safety,  
30 West Main Street  
Carmel, Indiana 46032  
Telephone Number: (317) 571-2442

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:

*(Name, legal status, address and other information)*

Storm Warrior Roofing and Restoration, Subchapter S Corporation  
190 Commerce Dr. Ste. 6  
Franklin, Indiana 46131  
Telephone Number: (877) 237-5468

for the following Project:

*(Name, location and detailed description)*

City of Carmel, IN - Roof Replacement - 3450 West 131st Street

Apply Architectural Shingle Roofing System after tear off of the existing shingle roof to expose the deck for verification of suitable substrate as specified in this specification

The Architect:

*(Name, legal status, address and other information)*

Telamon Energy, Subchapter S Corporation  
1000 East 116th Street  
Carmel, IN 46032  
Telephone Number: 317-818-6888

The Owner and Contractor agree as follows.

Init.

## TABLE OF ARTICLES

|    |   |
|----|---|
| 1  | THE CONTRACT DOCUMENTS                          |
| 2  | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 3  | CONTRACT SUM                                    |
| 4  | PAYMENTS  |
| 5  | INSURANCE                                       |
| 6  | GENERAL PROVISIONS                              |
| 7  | OWNER   |
| 8  | CONTRACTOR                                      |
| 9  | ARCHITECT                                       |
| 10 | CHANGES IN THE WORK                             |
| 11 | TIME  |
| 12 | PAYMENTS AND COMPLETION                         |
| 13 | PROTECTION OF PERSONS AND PROPERTY              |
| 14 | CORRECTION OF WORK                              |
| 15 | MISCELLANEOUS PROVISIONS                        |
| 16 | TERMINATION OF THE CONTRACT                     |
| 17 | OTHER TERMS AND CONDITIONS                      |

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, ~~dated~~, and enumerated as follows:

#### Drawings:

| Number                         | Title       | Date            |
|--------------------------------|-------------|-----------------|
| <u>Carmel Street and Water</u> | <u>Same</u> | <u>11/26/22</u> |
| <u>EagleView</u>               |             |                 |

#### Specifications:

| Section                          | Title       | Pages      |
|----------------------------------|-------------|------------|
| <u>Telamon Carmel Street and</u> | <u>Same</u> | <u>All</u> |
| <u>Water Roof Specification</u>  |             |            |

- .3 addenda prepared by the Architect as follows:

| Number                      | Date            | Pages      |
|-----------------------------|-----------------|------------|
| <u>Roof Addendum 113022</u> | <u>11/30/22</u> | <u>All</u> |

|                               |                |            |
|-------------------------------|----------------|------------|
| <u>Roof Addendum 120222</u>   | <u>12/2/22</u> | <u>All</u> |
| <u>Roof Addendum 120222-2</u> | <u>12/2/22</u> | <u>All</u> |

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
(Insert the date of commencement if other than the date of this Agreement.)

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
(Check the appropriate box and complete the necessary information.)

☒ Not later than One Hundred-Twenty ( 120 ) calendar days from the date of commencement.

☐ By the following date:

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Two Hundred Sixty-four Thousand Eight Hundred Seventy Dollars and Zero Cents (\$ 264,870.00 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
(Itemize the Contract Sum among the major portions of the Work.)

| Portion of the Work | Value  |
|---------------------|--|
| <u>Roof Decking</u> | <u>If the amount of decking replacement exceeds 10% of the total deck surface, additional replacement deck will be charged at \$55.00 per sheet. Cost includes labor, materials, and disposal.</u> |

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
(Identify each allowance.)

| Item | Price |
|------|-------|
|------|-------|

§ 3.5 Unit prices, if any, are as follows:



(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Thirty-five (35) days after the date of City's receipt of Contractor's invoice detailing same, so long as and to the extent such goods and services are not disputed, are in conformance with the specifications set forth in the Agreement and Contractor has otherwise performed and satisfied all the terms and conditions of this Addendum and the Agreement. All payment and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5- et al.

Retainage for this project is 10% of the total amount payable upon final completion and the satisfactory resolution of any and all punch list items.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

%

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million (\$ 1,000,000 ) each occurrence, Three Million (\$ 3,000,000 ) general aggregate, and Two Million (\$ 2,000,000 ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000 ) each accident, One Million (\$ 1,000,000 ) each employee, and One Million (\$ 1,000,000 ) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Init.

## Coverage

## Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### § 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

### § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

**§ 7.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

**§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~seven day~~ seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

**§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

**ARTICLE 8 CONTRACTOR**

**§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

**§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

**§ 8.3 Supervision and Construction Procedures**

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

**§ 8.4 Labor and Materials**

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.



#### **§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

#### **§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

#### **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### **§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

#### **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### **ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

#### ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual ~~cost plus~~ cost-plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

#### ARTICLE 12 PAYMENTS AND COMPLETION

##### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## **§ 12.2 Applications for Payment**

**§ 12.2.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 12.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

## **§ 12.3 Certificates for Payment**

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such ~~seven-day~~ seven-day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

## **§ 12.4 Progress Payments**

**§ 12.4.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

## **§ 12.5 Substantial Completion**

**§ 12.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

## **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.



§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

##### § 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### § 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

##### § 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

#### ARTICLE 16 TERMINATION OF THE CONTRACT

##### § 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

##### § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

### § 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

### ADDENDUM TO ROOFING AGREEMENT

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
*(Printed name and title)*



Operations Manager

\_\_\_\_\_  
CONTRACTOR (Signature)

Anthony Prine 02/06/2023

\_\_\_\_\_  
*(Printed name and title)*

LICENSE NO.:

JURISDICTION:

## **ADDENDUM TO ROOFING AGREEMENT**

This Addendum is entered into by and between the City of Carmel, Indiana by and through its Board of Public Works and Safety (the "City") and Storm Warrior Roofing and Restoration, a business entity authorized to do business in the State of Indiana ("the Contractor").

The purpose of this Addendum is to add and clarify certain terms and conditions set forth in the attached Roofing Agreement (the "Agreement"). Any inconsistency, conflict, or ambiguity between this Addendum and the Agreement shall be resolved by giving precedence and effect to this Addendum.

**1. ACKNOWLEDGMENT, ACCEPTANCE:**

Contractor acknowledges that it has read and understands this Addendum, and agrees that its execution of same constitutes its acceptance of all of the Addendum's terms and conditions.

**2. TIME AND PERFORMANCE:**

This Addendum and the Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner or as specified in the Agreement. Time is of the essence of this Addendum and the Agreement.

**3. LIENS:**

Contractor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Contractor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Contractor's sole cost and expense.

**4. NON-DISCRIMINATION:**

Contractor represents and warrants that it and all of its officers, employees, agents, Contractors and sub-Contractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided under the Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, or disabled veteran status.

**5. IRAN CERTIFICATION:** Pursuant to I.C. § 5-22-16.5, the Contractor shall certify that, in signing this document, it does not engage in investment activities within the Country of Iran.

**6. E-VERIFY:**

If Contractor has any employees in the United States of America, pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Contractor will be required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, Contractor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Contractor subcontract for the performance of any work under and



pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such sub-contractor. Should the Contractor or any sub-contractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

7. PAYMENT TERMS:

Upon receipt of the invoice, as outlined in the Agreement, the City shall pay Contractor for such goods and services within thirty-five (35) days after the date of City's receipt of Contractor's invoice detailing same, so long as and to the extent such goods and services are not disputed, are in conformance with the specifications set forth in the Agreement and Contractor has otherwise performed and satisfied all the terms and conditions of this Addendum and the Agreement. All payment and any late payments fees shall be pursuant to Indiana Prompt Payment Statute, Ind. Code 5-17-5- et al.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

Storm Warrior Roofing and Restoration

By:

By:



James Brainard, Presiding Officer  
Date:

Authorized Signature

Anthony Prine

Printed Name

Mary Ann Burke, Member  
Date:

Operations Manager

Title

Lori S. Watson, Member  
Date:

FID/TIN: 86-18131402

ATTEST:

Date: 02/06/2023

Sue Wolfgang, Clerk  
Date:

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Michael Morley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:28:01 ET on 02/06/2023 under Order No. 2114405329 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

*Mike Morley*  
\_\_\_\_\_  
(Signed)

Director of Operations  
\_\_\_\_\_  
(Title)

2/6/23  
\_\_\_\_\_  
(Dated)

**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Storm Warrior Roofing & Restoration, LLC

By (Written Signature): Anthony Prine

(Printed Name): Anthony Prine

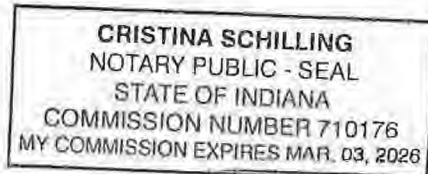
(Title): Operations Manager

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Hendricks

SS:



2022 Subscribed and sworn to before me this 29 day of December

My commission expires: 03/03/2026 (Signed) C Schilling

a. Residing in Hendricks County, State of Indiana



TMT, Inc.  
Street Department - 2023  
Appropriation # 2201 2201 43-509.00 Motor Vehicle Highway Funds; P.O. # 108474  
Contract Not To Exceed \$79, 778.00

APPROVED  
By Sergey Greshchukhin at 1:08 pm, Jan 31, 2023

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and TMT, Inc., (the "Vendor"), as City Contract dated February 7, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

TMT, Inc.

By:

By:

James Brainard, Presiding Officer  
Date: \_\_\_\_\_

Suzanne Y. DuBois  
Authorized Signature

Mary Ann Burke, Member  
Date: \_\_\_\_\_

Suzanne Y. DuBois  
Printed Name

Lori S. Watson, Member  
Date: \_\_\_\_\_

President  
Title

ATTEST:

FID/TIN: 35-2082986

Date: 1/31/2023

Sue Wolfgang, Clerk  
Date: \_\_\_\_\_



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

## TREE RING MULCHING, WEED CONTROL AND OTHER LANDSCAPING SERVICES

Quotes are due January 20th, 2023  
at 10:00 am. Please submit to:

Street Department  
ATTN: Matt Higginbotham  
3400 W 131<sup>st</sup> St  
Carmel, IN 46074

### I. SCOPE OF SERVICES

This quote shall cover mulching, weed control and other landscaping services. The successful Contractor will furnish all labor, materials, equipment, and services necessary for required landscape maintenance.

### II. CITY OF CARMEL REPRESENTATIVE

All questions related to this quote shall be addressed to:

Matt Higginbotham  
Street Department  
3400 W 131<sup>st</sup> St  
Carmel, IN 46074

Phone: 317-733-2001  
Email: lhigginbotham@carmel.in.gov

Company Name: TNT Incorporated Signature: [Signature]  
Bid Amount: \$79,778.00 Date: 1/16/2023



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

## III. WORK REQUIREMENTS

### Applicable Standards:

- Contractor must adhere to American National Standards Institute (ANSI Z133.1) current edition.

### Work Requirements:

- Contractor shall be certified and hold all required applicators licenses from the state of Indiana. Contractor shall possess any city right-of-way permits, as necessary. Contractor must comply with all applicable environmental, chemical, and other laws in performing its obligations.
- Contractor shall supply all needed labor, trucks, equipment, supplies, materials, safety devices and other equipment necessary to complete the work.
- Maintenance operations shall be accomplished in such a manner as to not damage trees, grass, or other plant material. If damage occurs, the contractor is responsible for such repair or replacement and shall contact the Carmel Representative to evaluate the damage.
- Excess soil, mulch and other debris resulting from any work may be removed from site. *This cost shall be included in the quote.* The work area shall always be kept safe and neat until the cleanup operation is completed. Under no condition shall equipment or materials be allowed overnight upon a public or private property.
- Traffic control is the sole responsibility of Contractor and shall be coordinated in advance with the proper department(s) of the city. The blocking of public streets shall not be permitted unless prior approvals have been made with the appropriate city departments and the Carmel Representative has been notified. Traffic control shall be accomplished in conformance with state, county and local highway construction codes and all other applicable law. A traffic maintenance plan is required by the Carmel Engineering Department for the blocking of any lane. The handbook to use unless, otherwise directed, will be the CONCISE HANDBOOK FOR TEMPORARY TRAFFIC CONTROL, Construction, Maintenance, and Utility Operations, 2016, SP-3.
- The staging of vehicles or other equipment on any public sidewalk or path is prohibited.
- Any injuries, damages, expenses or loss to any person or property, public or private, because of or related to the project are the sole responsibility of the Contractor and shall be repaired or compensated by the Contractor to the satisfaction of both the injured party and the Owner, at no cost to the Owner.
- The Contractor will schedule project work to occur between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday, only, unless authorized by the Carmel Representative in advance. Contractor shall not work on any city holidays.





# City of Carmel

## DEPARTMENT OF COMMUNITY SERVICES

- Any alteration or modification of the work performed under the Contract shall be made only by written agreement between the Contractor and Carmel Representative and shall be made prior to commencement of the altered or modified work. No claim for extra work or materials shall be allowed unless covered by such a written agreement executed by all parties hereto.
- Contractor shall contact Carmel Representative prior to the start of any weed control applications. This notification is meant to determine the time frame in which the weed control application work is to be completed.
- Contractor shall submit product labels of all proposed herbicides and chemicals for Carmel Representative approval prior to use.
- A meeting shall occur between the Carmel Representative and the Contractor, including personnel supervising work to be completed, before any mulch work has been initiated. This meeting is meant to determine that the mulch work to be completed is to the standards of the contract. A sample of mulch to be used shall be presented to the Carmel Representative for approval prior to application.
- E-mails shall be sent to [aherrington@carmel.in.gov](mailto:aherrington@carmel.in.gov), [cedmondson@carmel.in.gov](mailto:cedmondson@carmel.in.gov) and [dmindham@carmel.in.gov](mailto:dmindham@carmel.in.gov) at the beginning of each layout project (spring mulch/weed control work and fall mulch/weed control work), to signify the start of the work.

#### IV. LAYOUT OF QUOTE

##### MULCH

###### Type

- Mulch to be used shall be non-palletized, minimum grade 'A' shredded, brown-dyed bark mulch.  
**Mulch shall be provided by the City of Carmel.**

###### Applications

- **SPRING:** All trees and shrubs shall be mulched no earlier than April 1<sup>st</sup> and no later than May 15<sup>th</sup> (or within 4 weeks after city approval to begin work if this equates to after May 15<sup>th</sup>). Mulch shall be spread as needed to maintain proper coverage with two (2) inches of mulch.
- **FALL:** Rake tree rings to loosen up any matted mulch, no earlier than September 1<sup>st</sup> and no later than September 15<sup>th</sup>, to promote the penetration of water. *This procedure should be completed immediately before the application of pre-emergent required under the Weed Control Frequency section.*



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

## Tree Ring Preparation

- **Rake away and level existing mulch and loose soil so that new mulch may be evenly placed around the tree.** Generally, this loose material can be pulled to the outside of the tree ring and used to level any lawnmower tire ruts. No additional soil is to be placed on the root ball.
- Mulch is NOT to be placed up against any plant stem/tree trunk. Leave a three (3) inch space between mulch and plant stem/tree trunk. Any existing mulch shall be pulled away from tree trunks, leaving the same three (3) inch space.
- All trees within the specified landscaped areas of this contract shall have a standard minimum five (5) foot diameter ring covered with a two (2) inches layer of mulch. All trees surrounded by turf will require mulch rings.
- If the space around the tree is less than (5) five feet between the path/sidewalk and the curb, the mulch ring shall be squared off between the path and curb.

## **WEED CONTROL**

### Applications

- All tree rings shall be treated with a pre-emergent.
  - Throughout the growing season periodically spot treat with a Round-up/Surflan mixture or hand pull, as needed. Tree suckers or sprouts are NOT to be sprayed with round-up.
  - Tree root suckers shall be treated with 'Sucker Stopper'/naphthaleneacetic acid to regulate tree root sucker growth and/or cut to grade, as needed.
- Spray equipment must be equipped with a shield and operated in a fashion to not allow herbicides to come in contact with unintended plant foliage, plant stem/tree trunk, or suckers. Always avoid drift from occurring which may cause herbicides to come in any contact with desirable plant foliage, stem/tree trunk, or suckers.

### Frequency

- All tree rings shall be treated with pre-emergent a minimum of two (2) times a year.
  - SPRING: The first mandatory application to occur no earlier than March 15<sup>th</sup> and no later than March 31<sup>st</sup>.
  - FALL: The second mandatory application to occur no earlier than September 1<sup>st</sup> and no later than September 15<sup>th</sup>. *This application should be completed immediately after the loosening up of the matted hardwood mulch required under the Mulch Application section.*



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

## MULCH AND WEED CONTROL LOCATIONS

The project consists of, but may not be limited to, mulch and weed control for the following tree ring locations:

| LOCATIONS  | NUMBER OF TREES   |  |
|--|---|--|
| <b>TOTAL: 6271 TREES + 70 YARDS</b>  | <i>Sidewalk to sidewalk</i>   | <i>Back side of sidewalk; map #</i>                              |
| River Rd; (12780 River Rd north to Tall Timber Run with a section to the west of River Rd on E Main St, 300', "includes a double tree row south of E Main St on the east side of River Rd from Fletcher Trace south to Macalister Trace") and (Tall Timber Run to E 146 <sup>th</sup> St, median only) | 394<br><small>Includes trees west and south of E Main St/River Rd and east of River Rd, north of Main St, where no sidewalk</small> |  |
| Cherry Creek Blvd; Mississinewa Dr to River Rd including trees in tree lawn at River Road roundabout   | 298   |  |
| Haverton Way; (Forum Meadows Dr to Lost Oaks Dr)   | 120   |  |
| Hazel Dell Pkwy; (SE of 146 <sup>th</sup> St, mulch all the trees together to match existing)  | 30 yards  | map 1  |
| Hazel Dell Pkwy; (E 96 <sup>th</sup> St to E 116 <sup>th</sup> St, median only) and (E 116 <sup>th</sup> St to E 146 <sup>th</sup> St) *est. 600 Tree rings >5'  | 650*  | 107* map 2   |
| E 96 <sup>th</sup> St; Haverstick Rd to Hazel Dell Pkwy (median only) and trees at 9609 Hazel Dell Pky   | 47  | 17 map 3   |
| Gray Rd; (E 136 <sup>th</sup> St roundabout) map shows all 36 trees  | 7   | 29 map 4   |
| Gray Rd; (W Main St roundabout) map shows all 28 trees   | 20  | 8 map 5  |
| Gray Rd; (W 126 <sup>th</sup> St roundabout) map shows all 39 trees  | 29  | 10 map 6   |
| Gray Rd; (12110 Gray Rd to E 136 <sup>th</sup> St, east and west sides) and (E 136 <sup>th</sup> St to Wedgewood Ln, west side)  | 103   |  |
| Gray Rd; (Greenspire Rd to E 116 <sup>th</sup> St, east side)  | 28  |  |
| Gray Rd; (E 96 <sup>th</sup> St to E 106 <sup>th</sup> St)   | 61  | 48 map 7   |
| E 116 <sup>th</sup> St; (east of Brooks Ct, north side)  |   | 13 map 8   |
| E Main St; (Christ Community Church driveway entrance - 4770 E Main St west to 4443 E Main St) map shows all 87 trees  | 49<br><small>north side only</small>  | 38 map 9<br><small>trees on south side where no sidewalk</small> |
| E Smoky Row; (Landser Pl to Carson Ct, south side only)  | 17  |  |
| E Main St; (Rangeline Rd to Lexington Blvd, north and south sides)   | 37  |  |
| N Rangeline Rd and W Smoky Row; (southwest corner)   |   | 19 map 10  |
| N Rangeline Rd; (W Main St to Smoky Row, east and west sides)  | 62  |  |
| S Rangeline Rd; (E Elm St to E Main St, east side only) map shows all 17 trees   | 15  | 2 map 11   |
| W Elm St; (Veterans Way to S Rangeline Rd, south side)   | 6   |  |
| S Rangeline Rd; (Executive Dr to E City Center Dr, median and east side) map shows all 30 trees  | 16  | 14 map 12<br><small>east side only</small>                       |
| 1 Civic Sq; (individually mulched trees only)  | 52  | map 13   |
| E Carmel Dr; (Keystone Pkwy to Rangeline Rd)   | 82  |  |





# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

| LOCATIONS   | NUMBER OF TREES             |  |
|---|-----------------------------|--|
|   | <i>Sidewalk to sidewalk</i> | <i>Back side of sidewalk; Map #</i>                                    |
| Medical Dr; (115 Medical Dr to Merchants Square Dr)   |                             | 26 <a href="#">map 14</a>  |
| Westfield Blvd; (E 96 <sup>th</sup> St to E 99 <sup>th</sup> St) <a href="#">map shows all 69 trees</a>   | 55                          | 14 <a href="#">map 15</a>  |
| Pointe Pky; (E 116 <sup>th</sup> St to E 116 <sup>th</sup> St)  | 10                          |  |
| E 116 <sup>th</sup> St; (S Guilford Rd to Keystone Pkwy)  | 24                          | 92 <a href="#">map 16</a>  |
| E City Center Dr; (S Rangeline Rd to Keystone Pkwy)   |                             | 122 <a href="#">map 17</a>   |
| City Center Dr; (Pennsylvania St – S Rangeline Rd)  | 184                         | 37 <a href="#">map 18</a><br>Guilford Rd - Carmel Dr                   |
| 3 <sup>rd</sup> Ave SW; (Carter Green to American Way S, east side)   | 12                          |  |
| Adams St; (W Carmel Dr to City Center Dr)   | 27                          |  |
| W Carmel Dr; Arbor Dr to S Guilford Rd  | 22                          |  |
| Congressional Blvd; (City Center Dr to Pennsylvania St, median only)  | 59                          |  |
| College Ave/College Dr; (Pennsylvania St to E 116 <sup>th</sup> St, median only, 2 locations)   | 26                          |  |
| Pennsylvania St; (College Ave to City Center Dr, includes trees north of City Center Dr; in median)   | 137                         |  |
| Old Meridian St; (Pennsylvania St to Guilford Rd, includes both islands at Pennsylvania St)   | 59                          |  |
| S Guilford Rd; (City Center Dr to W Main St, east and west sides)   | 34                          |  |
| Grand Blvd; (S Guilford Rd to Old Meridian St, median only)   | 17                          |  |
| Oak Ridge Rd; (W 136 <sup>th</sup> St to W 146 <sup>th</sup> St)  | 139                         |  |
| Illinois St; (W 106 <sup>th</sup> St to W 136 <sup>th</sup> St)   | 404                         |  |
| 116 <sup>th</sup> St; (Springmill Blvd – Pennsylvania St, median only)  | 36                          |  |
| Springmill Rd; (W Main St to W 146 <sup>th</sup> St, median and east side, east side is W Main St to E 136 <sup>th</sup> St only)                                   | 128                         |  |
| Springmill Rd; (W 106 <sup>th</sup> St to W Main St)  | 169                         |  |
| Ditch Rd; (W 136 <sup>th</sup> St to W 146 <sup>th</sup> St)  | 113                         |  |
| Towne Rd; (W 96 <sup>th</sup> St to W 146 <sup>th</sup> St)   | 444                         |  |
| Shelborne Rd; (W 116 <sup>th</sup> St to W 126 <sup>th</sup> St, includes trees north of W 126 <sup>th</sup> St, and trees in 116 <sup>th</sup> St roundabout area) | 200                         | 72 <a href="#">map 19</a><br>W 116 <sup>th</sup> St /Shelborne Rd only |
| W 126 <sup>th</sup> St; (Shelborne Rd to Towne Rd)  | 201                         |  |
| W 131 <sup>st</sup> St “east of Towne Rd named W Main St”; (Shelborne Rd to Springmill Rd, includes trees west and north of Shelborne Rd)                           | 539                         | 24 <a href="#">map 20</a><br>Clay Center/Main St, SE corner            |
| 3400 W 131 <sup>st</sup> St; (Carmel Street Department)   | 40 yards                    | <a href="#">map 21</a>   |
| W 141 <sup>st</sup> St; (Ditch Rd to Towne Rd, north and south sides)   | 92                          |  |
| W 136 <sup>th</sup> St; (Ditch Rd to Oak Ridge Rd)  | 312                         |  |
| 925 Rohrer Rd; (north & west sides of Duke Station)   |                             | 43 <a href="#">map 22</a>  |



Hazel Dell Pky  
E146th St to Avian Way (west side)  
Mulch trees together in groups when mulch  
rings connect  
Estimate: 30 cubic yards

Map 1







Hazel Dell Pky  
E Main St to E 126th St  
Total Trees: 107

Map 2







9609 Hazel Dell Pky  
Total Trees: 17

Map 3







WOODBINE DRIVE

Gray Rd & E Smoky Row  
Roundabout  
Total Trees: 36

Map 4







Gray Rd & E Main St Roundabout  
Total Trees: 28



Map 5





Gray Rd & E 126th St Roundabout  
Total Trees: 39



Map 6





Gray Rd:  
E 106th St - E 96th St  
Total Trees: 48

Map 7





E 116th St:  
East of Brooks Ct,  
North Side of E 116th St  
Total Trees: 13



Map 8





E Main St:  
4443 E Main St to  
4770 E Main St (Christ Community Church  
driveaway entrance)  
Total Trees: 87



Map 9





N Rangeline Rd & W Smoky Row  
Southwest Corner  
Total Trees: 19



Map 10





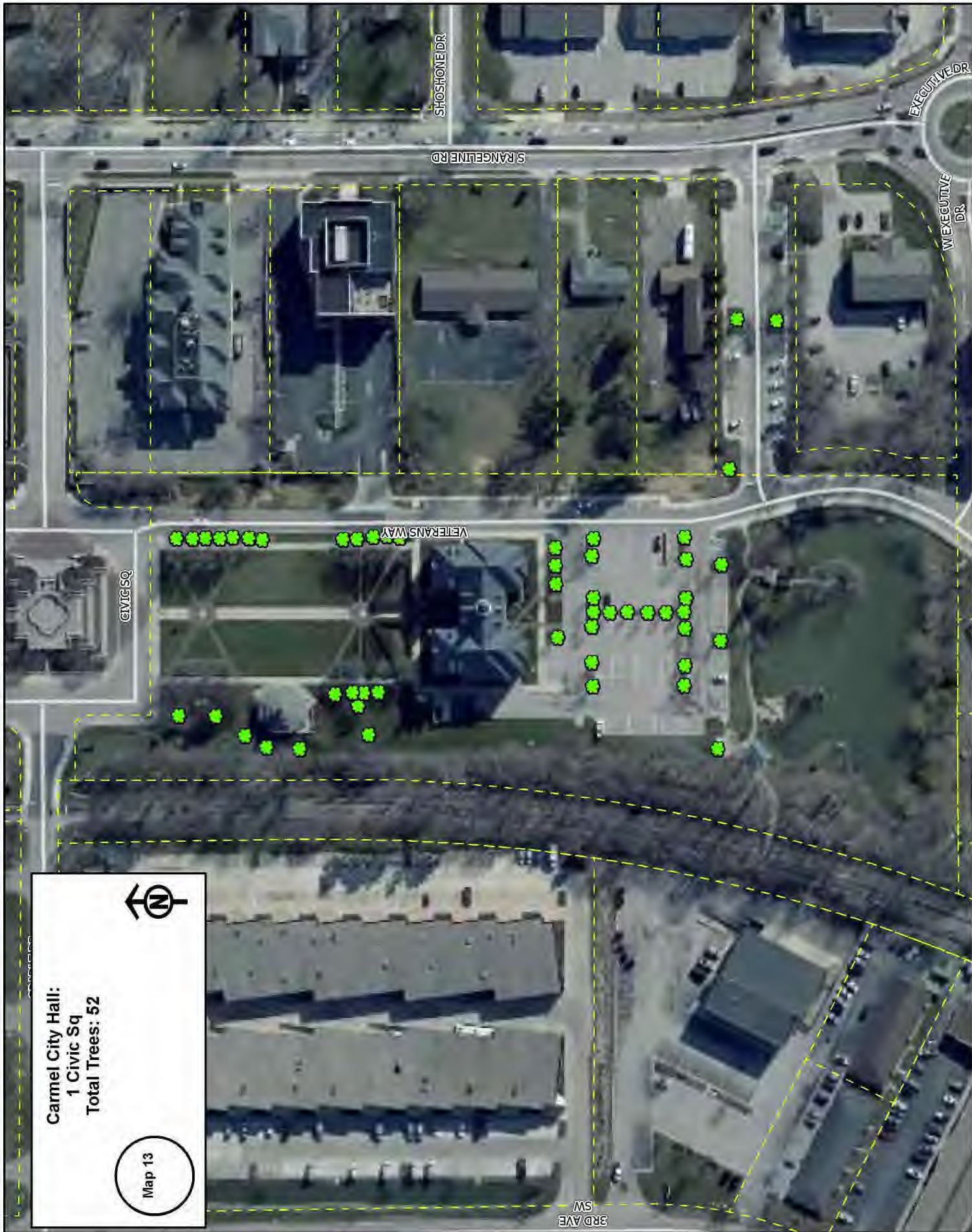




S Rangeline Rd:  
Executive Dr to E City Center Rd  
Median and East Side  
Total Trees: 30

Map 12







Medical Dr;  
115 Medical Dr to Merchants Square Dr  
Total Trees: 26

Map 14















E City Center Rd;  
S Rangeline Rd to Keystone Pky  
Total Trees: 122

Map 17





S GUILFORD RD

CITY CENTER DR

W CARVEL DR



City Center Rd;  
Pennsylvania St to S Rangeline Rd  
Total Trees: 37

Map 18





Shelborne Rd;  
W 116th St to W 126th St  
Total Trees: 72



Map 19





W Main St;  
Shelborne Rd to Springmill Rd  
Total Trees: 24



Map 20



Carmel Street Department  
Landscape bed and tree rings  
40 cubic yards needed for 1" mulching

Map 21



GOLDEN GATE DR N

GOLDEN GATE DR E







Map 22

925 Rohrer Rd  
Total Trees: 43



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108474**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

| PURCHASE ORDER DATE    | DATE REQUIRED   | REQUISITION NO.              | VENDOR NO.    | DESCRIPTION    |
|------------------------|-----------------|------------------------------|---------------|----------------|
| 1/26/2023              |                 |                              | 00352696      |                |
| T M T INC              |                 | Street Department            |               |                |
| VENDOR 1719 W 161ST ST |                 | SHIP TO 3400 W. 131st Street |               |                |
| WESTFIELD, IN 46074 -  |                 | Carmel, IN 46074-            |               |                |
|                        |                 | Matt Higginbotham            |               | (317) 733-2001 |
| PURCHASE ID            | BLANKET         | CONTRACT                     | PAYMENT TERMS | FREIGHT        |
| 73667                  |                 |                              |               |                |
| QUANTITY               | UNIT OF MEASURE | DESCRIPTION                  | UNIT PRICE    | EXTENSION      |

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-509.00

1 Each

Mulching

\$79,778.00

\$79,778.00

Sub Total \$79,778.00



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$79,778.00**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Lee Higginbotham  
Commissioner

TITLE

CONTROLLER

CONTROL NO. **108474**



TruGreen

Street Department - 2023

Appropriation # 2201 2201 43-504.00 Motor Vehicle Highway, 1206 101 43-504.00 Funds; P.O. # 108472, 108473

Contract Not To Exceed \$246,277.14

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

APPROVED  
By: [Signature] Date: 1/31/2023

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and TruGreen, (the "Vendor"), as City Contract dated March 7, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

TruGreen

By:

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Authorized Signature

Printed Name

Mary Ann Burke, Member

Date: \_\_\_\_\_

Title

Lori S. Watson, Member

Date: \_\_\_\_\_

FID/TIN: 36-3734669

ATTEST:

Date: 1/31/2023

Sue Wolfgang, Clerk

Date: \_\_\_\_\_

TruGreen

Street Department - 2023

Appropriation # 2201 2201 43-504.00 Motor Vehicle Highway, 1206 101 43-504.00 Funds; P.O. # 108472, 108473

Contract Not To Exceed \$246,277.14

**ADDITIONAL SERVICES AMENDMENT TO  
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and TruGreen, (the "Vendor"), as City Contract dated March 7, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

TruGreen

By:

By:

James Brainard, Presiding Officer

Date: \_\_\_\_\_

Authorized Signature

Printed Name

Mary Ann Burke, Member

Date: \_\_\_\_\_

Title

Lori S. Watson, Member

Date: \_\_\_\_\_

FID/TIN: 36-3734669

ATTEST:

Date: 1/31/2023

Sue Wolfgang, Clerk

Date: \_\_\_\_\_





James Pratt  
11775 Technology Drive  
Fishers, IN  
46038  
Phone : (317) 570-2300

#### Customer Information

##### BILL TO:

CITY OF CARMEL  
3400 W 131ST ST  
WESTFIELD, IN  
46074 USA  
Phone : (317) 733-2001

##### SERVICE LOCATION:

CITY OF CARMEL-IN R.O.W.  
3400 W 131ST ST  
CARMEL, IN  
46074 USA  
Phone : (317) 733-2001

#### Detail of Charges

| Service Location         | Line Item Description   | Round # | Round Description   | Total Price |
|--------------------------|-------------------------|---------|---|-------------|
| CITY OF CARMEL-IN R.O.W. | Amyworm Control         | 10      |   | \$13,544.10 |
| IN ROW                   | Lawn Service            | 2       | Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent) | \$46,742.50 |
| IN ROW                   | Lawn Service            | 3       | Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)                                 | \$43,003.10 |
| IN ROW                   | Lawn Service            | 5       | Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)                                   | \$43,003.10 |
| IN ROW                   | Lawn Service            | 6       | Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)   | \$43,003.10 |
| IN ROW                   | Spring Fertilization    | 2       | Root Zone Fertilization   | \$24,990.72 |
| IN ROW                   | Tree & Shrub Fertilizer | 6       | Root Zone Fertilization   | \$24,990.72 |

Subtotal: \$239,277.34

Total Sales Tax Amount: \$0.00

Grand Total: \$239,277.34

#### Description:

#### Standard Terms and Conditions

1. **Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.

2. **Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.

3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.

4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from

your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns, in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

**5. Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). Additional termination provisions for landscape companies, property management companies, agents and other similar entities: To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

**6. Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

**7. LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

**8. Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

**9. Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

**10. No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

**11. Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

**12. No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

**13. Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

**14. Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

**15. Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

**16. Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

**17. MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award, any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

**18. CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER





James Pratt  
11775 Technology Drive  
Fishers, IN  
46038  
Phone : (317) 570-2300

#### Customer Information

**BILL TO:**

CITY OF CARMEL  
3400 W 131ST ST  
WESTFIELD, IN  
46074 USA  
Phone : (317) 733-2001

**SERVICE LOCATION:**

OUT OF ROW  
3400 W 131ST  
WESTFIELD, IN  
46074 USA  
Phone : (317) 733-2001

#### Detail of Charges

| Service Location | Line Item Description   | Round # | Round Description   | Total Price |
|------------------|-------------------------|---------|---|-------------|
| OUT OF ROW       | Lawn Service            | 2       | Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent) | \$250.00    |
| OUT OF ROW       | Lawn Service            | 3       | Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)                                 | \$230.00    |
| OUT OF ROW       | Lawn Service            | 5       | Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)                                   | \$230.00    |
| OUT OF ROW       | Lawn Service            | 6       | Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)   | \$230.00    |
| OUT OF ROW       | Amyworm Control         | 10      |   | \$72.44     |
| OUT OF ROW       | Spring Fertilization    | 2       | Root Zone Fertilization   | \$2,993.68  |
| OUT OF ROW       | Tree & Shrub Fertilizer | 6       | Root Zone Fertilization   | \$2,993.68  |

Subtotal: \$6,999.80

Total Sales Tax Amount: \$0.00

Grand Total: \$6,999.80

#### Description:

#### Standard Terms and Conditions

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your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns, in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

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**11. Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

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**17. MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award, any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

**18. CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER



# 2023 Total Landscaping Maintenance In Right-of-Way

| LOCATION                                | SQ. FOOTAGE |
|---|-------------|
| 10000 N. 1st St. to 10000 N. 2nd St.    | 1,000       |
| 10000 N. 3rd St. to 10000 N. 4th St.    | 2,000       |
| 10000 N. 5th St. to 10000 N. 6th St.    | 3,000       |
| 10000 N. 7th St. to 10000 N. 8th St.    | 4,000       |
| 10000 N. 9th St. to 10000 N. 10th St.   | 5,000       |
| 10000 N. 11th St. to 10000 N. 12th St.  | 6,000       |
| 10000 N. 13th St. to 10000 N. 14th St.  | 7,000       |
| 10000 N. 15th St. to 10000 N. 16th St.  | 8,000       |
| 10000 N. 17th St. to 10000 N. 18th St.  | 9,000       |
| 10000 N. 19th St. to 10000 N. 20th St.  | 10,000      |
| 10000 N. 21st St. to 10000 N. 22nd St.  | 11,000      |
| 10000 N. 23rd St. to 10000 N. 24th St.  | 12,000      |
| 10000 N. 25th St. to 10000 N. 26th St.  | 13,000      |
| 10000 N. 27th St. to 10000 N. 28th St.  | 14,000      |
| 10000 N. 29th St. to 10000 N. 30th St.  | 15,000      |
| 10000 N. 31st St. to 10000 N. 32nd St.  | 16,000      |
| 10000 N. 33rd St. to 10000 N. 34th St.  | 17,000      |
| 10000 N. 35th St. to 10000 N. 36th St.  | 18,000      |
| 10000 N. 37th St. to 10000 N. 38th St.  | 19,000      |
| 10000 N. 39th St. to 10000 N. 40th St.  | 20,000      |
| 10000 N. 41st St. to 10000 N. 42nd St.  | 21,000      |
| 10000 N. 43rd St. to 10000 N. 44th St.  | 22,000      |
| 10000 N. 45th St. to 10000 N. 46th St.  | 23,000      |
| 10000 N. 47th St. to 10000 N. 48th St.  | 24,000      |
| 10000 N. 49th St. to 10000 N. 50th St.  | 25,000      |
| 10000 N. 51st St. to 10000 N. 52nd St.  | 26,000      |
| 10000 N. 53rd St. to 10000 N. 54th St.  | 27,000      |
| 10000 N. 55th St. to 10000 N. 56th St.  | 28,000      |
| 10000 N. 57th St. to 10000 N. 58th St.  | 29,000      |
| 10000 N. 59th St. to 10000 N. 60th St.  | 30,000      |
| 10000 N. 61st St. to 10000 N. 62nd St.  | 31,000      |
| 10000 N. 63rd St. to 10000 N. 64th St.  | 32,000      |
| 10000 N. 65th St. to 10000 N. 66th St.  | 33,000      |
| 10000 N. 67th St. to 10000 N. 68th St.  | 34,000      |
| 10000 N. 69th St. to 10000 N. 70th St.  | 35,000      |
| 10000 N. 71st St. to 10000 N. 72nd St.  | 36,000      |
| 10000 N. 73rd St. to 10000 N. 74th St.  | 37,000      |
| 10000 N. 75th St. to 10000 N. 76th St.  | 38,000      |
| 10000 N. 77th St. to 10000 N. 78th St.  | 39,000      |
| 10000 N. 79th St. to 10000 N. 80th St.  | 40,000      |
| 10000 N. 81st St. to 10000 N. 82nd St.  | 41,000      |
| 10000 N. 83rd St. to 10000 N. 84th St.  | 42,000      |
| 10000 N. 85th St. to 10000 N. 86th St.  | 43,000      |
| 10000 N. 87th St. to 10000 N. 88th St.  | 44,000      |
| 10000 N. 89th St. to 10000 N. 90th St.  | 45,000      |
| 10000 N. 91st St. to 10000 N. 92nd St.  | 46,000      |
| 10000 N. 93rd St. to 10000 N. 94th St.  | 47,000      |
| 10000 N. 95th St. to 10000 N. 96th St.  | 48,000      |
| 10000 N. 97th St. to 10000 N. 98th St.  | 49,000      |
| 10000 N. 99th St. to 10000 N. 100th St. | 50,000      |

|                                   |  |  |
|-----------------------------------|--|--|
| 1. <b>General Information</b>     |  |  |
| 1.1. <b>Project Name</b>          |  |  |
| 1.2. <b>Project Number</b>        |  |  |
| 1.3. <b>Project Location</b>      |  |  |
| 1.4. <b>Project Start Date</b>    |  |  |
| 1.5. <b>Project End Date</b>      |  |  |
| 1.6. <b>Project Manager</b>       |  |  |
| 1.7. <b>Project Sponsor</b>       |  |  |
| 1.8. <b>Project Stakeholders</b>  |  |  |
| 1.9. <b>Project Objectives</b>    |  |  |
| 1.10. <b>Project Risks</b>        |  |  |
| 1.11. <b>Project Budget</b>       |  |  |
| 1.12. <b>Project Resources</b>    |  |  |
| 1.13. <b>Project Deliverables</b> |  |  |
| 1.14. <b>Project Milestones</b>   |  |  |
| 1.15. <b>Project Status</b>       |  |  |
| 1.16. <b>Project History</b>      |  |  |
| 1.17. <b>Project Notes</b>        |  |  |
| 1.18. <b>Project Comments</b>     |  |  |
| 1.19. <b>Project Attachments</b>  |  |  |
| 1.20. <b>Project Links</b>        |  |  |
| 1.21. <b>Project Tags</b>         |  |  |
| 1.22. <b>Project Keywords</b>     |  |  |
| 1.23. <b>Project Keywords</b>     |  |  |
| 1.24. <b>Project Keywords</b>     |  |  |
| 1.25. <b>Project Keywords</b>     |  |  |
| 1.26. <b>Project Keywords</b>     |  |  |
| 1.27. <b>Project Keywords</b>     |  |  |
| 1.28. <b>Project Keywords</b>     |  |  |
| 1.29. <b>Project Keywords</b>     |  |  |
| 1.30. <b>Project Keywords</b>     |  |  |
| 1.31. <b>Project Keywords</b>     |  |  |
| 1.32. <b>Project Keywords</b>     |  |  |
| 1.33. <b>Project Keywords</b>     |  |  |
| 1.34. <b>Project Keywords</b>     |  |  |
| 1.35. <b>Project Keywords</b>     |  |  |
| 1.36. <b>Project Keywords</b>     |  |  |
| 1.37. <b>Project Keywords</b>     |  |  |
| 1.38. <b>Project Keywords</b>     |  |  |
| 1.39. <b>Project Keywords</b>     |  |  |
| 1.40. <b>Project Keywords</b>     |  |  |
| 1.41. <b>Project Keywords</b>     |  |  |
| 1.42. <b>Project Keywords</b>     |  |  |
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|---|---------------|----------|
| Orange Memorial Library - 1000 E. 2nd Street - 1000 sq ft - 0.023 acres | 24,100        | 0.55     |
| <b>TOTAL</b>  | <b>24,650</b> | <b>2</b> |

| Changes in the 2022 Contract for Landscaping - Mow and Water                     | Sq Ft         | Acres |
|--|---------------|-------|
| 1710 St. J. College Roundabout - landscaping and grass                           | 950           |       |
| 1110 St. J. Westfield Blvd - Both sides near railroad pylon - grass only         | 4,800         |       |
| 1010 St. J. Gray Rd - Brookshire Lakes to Fire Station - Both sides - grass only | 4,800         |       |
| <b>TOTAL</b>   | <b>10,550</b> |       |

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108473**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

|                                   |                 |   |               |             |           |
|-----------------------------------|-----------------|---|---------------|-------------|-----------|
| PURCHASE ORDER DATE               | DATE REQUIRED   | REQUISITION NO.   | VENDOR NO.    | DESCRIPTION |           |
| 1/26/2023                         |                 |   | 359201        |             |           |
| TRUGREEN<br>VENDOR PO BOX 9001033 |                 | Street Department<br>SHIP TO 3400 W. 131st Street<br>Carmel, IN 46074-<br>Louisville, KY 40290--1033 Matt Higginbotham (317) 733-2001 |               |             |           |
| PURCHASE ID                       | BLANKET         | CONTRACT  | PAYMENT TERMS | FREIGHT     |           |
| 73666                             |                 |   |               |             |           |
| QUANTITY                          | UNIT OF MEASURE | DESCRIPTION   |               | UNIT PRICE  | EXTENSION |

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-504.00

1 Each

Fertilization

\$239,277.34

\$239,277.34

Sub Total \$239,277.34



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$239,277.34**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

*Lee Higginbotham*

Lee Higginbotham  
Commissioner

TITLE

CONTROLLER

CONTROL NO. **108473**



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108472**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

|                                   |                 |  |               |             |           |
|-----------------------------------|-----------------|--|---------------|-------------|-----------|
| PURCHASE ORDER DATE               | DATE REQUIRED   | REQUISITION NO.  | VENDOR NO.    | DESCRIPTION |           |
| 1/26/2023                         |                 |  | 359201        |             |           |
| TRUGREEN<br>VENDOR PO BOX 9001033 |                 | Street Department<br>SHIP TO 3400 W. 131st Street<br>Carmel, IN 46074- |               |             |           |
| LOUISVILLE, KY 40290--1033        |                 | (317) 733-2001   |               |             |           |
| PURCHASE ID                       | BLANKET         | CONTRACT   | PAYMENT TERMS | FREIGHT     |           |
| 73665                             |                 |  |               |             |           |
| QUANTITY                          | UNIT OF MEASURE | DESCRIPTION  |               | UNIT PRICE  | EXTENSION |

Department: 1206 Fund: 101 General Fund

Account: 43-504.00

1 Each

Fertilization

\$6,999.80

\$6,999.80

Sub Total \$6,999.80



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$6,999.80**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

*Lee Higginbotham*

Lee Higginbotham  
Commissioner

TITLE

CONTROLLER

CONTROL NO. **108472**





6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.



17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

|             |   |            |  |
|-------------|---|------------|--|
| If to City: | City of Carmel<br>Fire Department<br>10701 N College Avenue, Suite A<br>Carmel, Indiana 46280 | <b>AND</b> | City of Carmel<br>Office of Corporation Counsel<br>One Civic Square<br>Carmel, Indiana 46032 |
|-------------|---|------------|--|

If to Vendor: United Diagnostic Services, LLC  
1400 Avenue Z, Suite 301  
Brooklyn, New York 11235

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2023 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.



28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

United Diagnostic Services, LLC

by and through its Board of Public  
Works and Safety

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Ray Lankin  
Printed Name

\_\_\_\_\_  
CEO  
Title

FID/TIN: 474240849

Date: 2/7/2023



## **Service Agreement For Carmel Fire Department ('Host')**

This Agreement ("Agreement") is made this February 1<sup>st</sup>, 2023 ("Effective Date") between Carmel Fire Department, whose address is 2 Civic Square, Carmel, IN 46032 ("Host"), United Diagnostic Services, LLC, (collectively referred to as "UDS"), whose address is 1400 Ave Z, Suite 301, Brooklyn, NY, 11325

### **SERVICES TO BE PROVIDED BY UDS:**

1. Ultrasound Screening Services UDS will provide onsite screening services to specified Host locations on as needed basis and pre-arranged dates to conduct the screening tests and services identified in Schedule 1. Individual results will be sent directly to the homes of participants; HIPAA compliant Aggregate Reports will be provided to Host, if applicable. Participant approval is required to forward results to managing physician. Services that are the practice of medicine will be provided by applicably licensed professionals employed and/or engaged by UDS. In the event that a participant desires to obtain professional items and services from a provider, the same shall be arranged through separate arrangements directly between the provider and the participant. All services shall be provided subject to the terms and conditions set forth in the Terms and Conditions attached to this Agreement.
2. Promotion. UDS will support the success of Host's wellness program by designing and supplying announcements, invitations, letters, signs, brochures and posters in both electronic and hard copy form. These will be customized to detail the coordination of any existing Wellness efforts and Benefit Plans of Host organization.
3. Registration. Advance registration ensures prompt, timely administration of the screenings, minimizing the disruption of the employee's time. UDS will publish a toll free number for employees, provide web based scheduling portal and coordinate any other required registration requirements with Host.
4. Hold Harmless. UDS and/or the professional entity with which it contracts to provide the services of licensed professionals assumes all liability for all services conducted and the accuracy and privacy of individual results. As between UDS and Host, UDS shall indemnify and hold Host harmless from any liability arising from the services provided pursuant to this Agreement.
5. Confidentiality. UDS agrees to hold all screening information and/or Host benefits information confidential and will not sell or disclose any Individually Identifiable Health Information to any 3<sup>rd</sup> party.





6. Education sessions. Section omitted.
7. Payment for services. Specific professional, delivery, and educational services, including, but not limited to, ultrasound screening, annual wellness visits with physicians provided at the request of participants shall be billed and collected through Host and/or Host's third party administrator of self-insured health plan. To the extent that payment made by third party administrator is less than the contractual amounts set forth in this Agreement, Host shall pay the difference to UDS. UDS has arranged for its contracted professional entity and its providers to provide services according to the fee schedule set forth on Schedule 1 if desired and selected to do so by Host's health and wellness plan beneficiaries. Host acknowledges and agrees that such charges are not subject to third party payer or plan audit and/or repayment demand and that Host shall indemnify, defend, and hold UDS and its professional entity contractors harmless from and against any and all claims or demands for repayment by Host's third-party administrator.
8. Remittance of Fees. Remittance of the fees will be made to UDS at the following address, within thirty (30) days of invoicing:

United Diagnostic Services, LLC  
1400 Ave Z, Brooklyn, NY, 11235.

## **RESPONSIBILITIES OF HOST**

1. Executive Sponsorship. Host shall identify key managers or executives who shall assist through the sponsorship and endorsement of any health and wellness promotion.
2. Communication. Host will grant UDS access to normal communication channels with employees/members; including home mail, e-mail, payroll stuffers, newsletters, public postings or any method of employee communication normally utilized. All promotional materials will be approved by Host in a timely manner.
3. Benefits Information. Host shall provide specific details of wellness efforts or other benefits as appropriate to UDS for inclusion in education or promotion efforts.
4. Confidentiality. Host will not disclose the terms or pricing of the UDS screening event with any 3<sup>rd</sup> party.



**ACCEPTANCE:**

HOST: Carmel Fire Department

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

United Diagnostic Services, LLC

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_





## UDS - TERMS AND CONDITIONS

1. Representations and Warranties. UDS warrants that it has the necessary resources, including technology, equipment, software, programs and trained personnel to properly perform the screening services described herein consistent with standard practices; that it will perform the screening services described herein in a professional manner; that it is a duly formed organization in good standing under the laws of the state in which the screening will occur; that it maintains professional and general liability insurance coverage in a sufficient amount for coverage against risks reasonably anticipated in providing the screening services; that it has the authority to enter into and perform obligations set forth in this Agreement; and that this Agreement does not violate any law or regulation to which UDS is subject.
2. ERISA Disclaimer. The parties acknowledge and agree that UDS will provide population health management services to Host under this Agreement. In providing such service, the parties agree that UDS will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA")). UDS's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the parties agree that UDS is not a fiduciary (as such term is defined by ERISA Section 3(21)) with regard to Host's health benefits plan or any health and welfare benefit plan.
3. UDS Indemnification. As between UDS and Host, UDS agrees that it will hold harmless and indemnify the Host for any third party claims arising out of any negligent act or omission or intentional misconduct by UDS and/or its contracted provider(s) in the performance of screening services under this Agreement. UDS shall be obligated to hold harmless and indemnify the Host in connection with such claim only if, and to the extent, a judicial determination is made of UDS's negligence or intentional misconduct.
4. Promotion Support. To the extent that UDS provides the Host with any electronic or printed materials (the "Promotion Materials"), it provides these materials subject to a limited license to the Host to use the Promotion Materials for the Host's own use. UDS may revoke this license at its discretion at any time. The license shall expire upon completion of the wellness event or the agreement between Host and UDS. The Host may not copy or distribute the Promotion Materials in any manner except as may be agreed to in advance by UDS.
5. Excuse of Performance. UDS shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations or orders of any governmental body (whether now existing or hereafter created). In such event, UDS shall use best efforts to provide reasonably alternative services.
6. Independent Contractor. UDS's relationship with the Host pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate UDS as an employee, agent or partner of or a joint venture with Host.
7. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto; *provided,*



*however*, that the Host may not assign its rights or delegate its obligations under this Agreement without the prior written consent of UDS, which consent shall not be unreasonably withheld.

#### UDS - TERMS AND CONDITIONS CON'T

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws or rules of any jurisdiction.
9. Notices. All required notices or those which the parties may desire to give under this Agreement shall be in writing and communicated in advance.
10. Originals. A copy or facsimile of this Agreement shall be as effective as an original.





## **SCHEDULE 1**

### **HEALTH FAIR DETAILS**

#### **ACCOUNT**

Account name. – Carmel Fire Department

#### **DETAILS**

Estimated Employee Participation

TBD

Date of Event(s):

March 13<sup>th</sup>-17<sup>th</sup>, 2023

Event(s) Duration:

TBD

Event(s) Location:

TBD

#### **APPOINTMENT PROCEDURES & PRICING**

##### **Ultrasound Screening Packages to include the following:**

1. Echocardiogram (Valve function, Heart Pumping Ejection Fraction), Carotid Doppler, Aortic Aneurysm (AAA), Thyroid, Complete Abdomen (Liver, Spleen, Gall Bladder, Kidney), Bladder Ultrasound, Pelvic (External Women only), Testicular (Men only):  

**\$300.00 – 30 minutes**
2. Onsite program delivery fee outside of New York **Included**
3. Nurse Practitioner Positive Result Consultation **Included**
4. 2<sup>nd</sup> Outreach for abnormal results  
    With coordination of care recommendations **Included**

#### **Bill To:**

Carmel Fire Department

#### **ADDRESS**

2 Civic Square, Carmel, IN 46032

**Host Initial:**

**United Diagnostic Services Initial:**

\_\_\_\_\_

\_\_\_\_\_

# EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: \_\_\_\_\_

Invoice No. \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

|                                 |                             |   | <u>Goods</u>  | <u>Services</u>          |       |
|---------------------------------|-----------------------------|---|---------------|--------------------------|-------|
| Person Providing Goods/Services | Date Goods/Service Provided | Goods/Services Provided (Describe each good/service separately and in detail) | Cost Per Item | Hourly Rate/Hours Worked | Total |
|                                 |                             |   |               |                          |       |
|                                 |                             | GRAND TOTAL   |               |                          |       |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



## EXHIBIT C

### INSURANCE COVERAGES

#### Worker's Compensation & Disability

#### Statutory Limits

#### Employer's Liability:

|                                    |                         |
|------------------------------------|-------------------------|
| Bodily Injury by Accident/Disease: | \$100,000 each employee |
| Bodily Injury by Accident/Disease: | \$250,000 each accident |
| Bodily Injury by Accident/Disease: | \$500,000 policy limit  |

#### Property damage, contractual liability, products-completed operations:

|  |           |
|--|-----------|
| General Aggregate Limit (other than<br>Products/Completed Operations): | \$500,000 |
| Products/Completed Operations:   | \$500,000 |

#### Personal & Advertising Injury

|   |           |
|---|-----------|
| Policy Limit:                           | \$500,000 |
| Each Occurrence Limit:                  | \$250,000 |
| Fire Damage (any one fire):             | \$250,000 |
| Medical Expense Limit (any one person): | \$ 50,000 |

#### Comprehensive Auto Liability (owned, hired and non-owned)

|                             |                         |
|-----------------------------|-------------------------|
| Bodily Single Limit:        | \$500,000 each accident |
| Injury and property damage: | \$500,000 each accident |
| Policy Limit:               | \$500,000               |

#### Umbrella Excess Liability

|                                |           |
|--------------------------------|-----------|
| Each occurrence and aggregate: | \$500,000 |
| Maximum deductible:            | \$ 10,000 |

## EXHIBIT D

### AFFIDAVIT

Ray Lankin, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by United Diagnostic Services, LLC (the "Employer")  
in the position of CEO.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 7th day of February, 2023.



Printed: Ray Lankin

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

\_\_\_\_\_  
Printed: \_\_\_\_\_



# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**108505**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE

| PURCHASE ORDER DATE            | DATE REQUIRED        | REQUISITION NO. | VENDOR NO.             | DESCRIPTION   |            |           |
|--------------------------------|----------------------|-----------------|------------------------|---|------------|-----------|
| 2/6/2023                       |                      |                 | 377027                 | FF Ultrasound Screening                             |            |           |
| UNITED DIAGNOSTIC SERVICES LLC |                      |                 | Carmel Fire Department |   |            |           |
| VENDOR                         | 1400 AVENUE Z        |                 | SHIP<br>TO             | 10701 N. College Avenue, Ste A<br>Carmel, IN 46280- |            |           |
|                                | SUITE 301            |                 |                        |   |            |           |
|                                | BROOKLYN, NY 11235 - |                 |                        |   |            |           |
| PURCHASE ID                    | BLANKET              | CONTRACT        | PAYMENT TERMS          |   | FREIGHT    |           |
| 73941                          |                      |                 |                        |   |            |           |
| QUANTITY                       | UNIT OF MEASURE      |                 | DESCRIPTION            |   | UNIT PRICE | EXTENSION |

Department: 1120 Fund: 101 General Fund

Account: 43-407.01

171 Each

Ultrasound Screening Package per Quote - Health Fair  
Details

\$300.00 \$51,300.00

Sub Total \$51,300.00



Send Invoice To:

Carmel Fire Department

2 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|------------|---------|---------|-----------------|--------|
|------------|---------|---------|-----------------|--------|

## SHIPPING INSTRUCTIONS

\*SHIP PREPAID.

\*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945  
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

## PAYMENT

**\$51,300.00**

\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A  
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN  
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN  
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Denise Snyder

TITLE

Accreditation/Budget Administrator

CONTROLLER

James Crider

Director of Administration

CONTROL NO. **108505**

## CITY OF CARMEL, INDIANA

Approved by IN Design Center-Amy Mehall 2-1-20

CPD Horner 2-6-23

INFORMATION

Reviewed/approved via email

CFD Heavner 2-2-23

CRED Brewer 2-8-23

### SPECIAL EVENT / FACILITY USE REQUEST FORM

#### CONTACT INFORMATION:

Contact Person Meg Gates Osborne

Email

Phone Number:

Cell Number:

Name/Organization:

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

Event/Use Purpose: Artomobilia

Event Date

9/9/2023

End Date

9/9/2023

Number of People Expected: 20,000

Set-Up Start time 06:00:00 AM

Tear Down End Time 09:00:00 PM



Event Start time:

11:00:00 AM

Event end time:

05:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

Collectors cars and others on display

Attach additional pages if needed-SEE BELOW

2023 Artomobilia Footprint 01-04-23 a.pdf

1.06MB

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- ☐ CARTER GREEN (area between Palladium & theater building)
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☐ CIVIC SQUARE GAZEBO / LAWN
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- ☒ Other Indiana Design Center south parking lot

### SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ☒ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply
- ☐ N/A
- ☒ Other IDC restrooms

### VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- ☐ VENDORS PRESENT
- ☒ FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ☐ ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.
- ☐ N/A

## CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- ☐ EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- ☐ EXTRA PATROL DURING EVENT (when available)
- ☐ TRAFFIC CONTROL (Extra fees may apply)
- ☒ ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- ☒ BARRICADES
- ☒ NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- ☐ N/A
- ☐ Other

Please note the number of NO PARKING SIGNS needed

50

## EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

☐ Stage

20 x 40

Size of Stage

- ☒ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

10 x 10

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House

☐ N/A

☐ Other

Party Time

Name of Merchants(s) doing the setup

3175362022

Phone Number of Merchant(s) doing set up:

## STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.



Type of Closure:

- ☒ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure    This is for Indiana Design Center south parking lot

## SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

## DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

The City of Carmel  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Meg Gates Osborne  
Printed Name and Title (If applicable)

\*

\*

1 Civic Square  
Carmel, In 46032  
Address of Organization/Applicant

1/19/2023  
Date

Public Use Policy \*

☒ **By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.**

Public Use Policy Acknowledgement and Agreement (Required)

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**



## CITY OF CARMEL USE ONLY

---

Approved this 15th day of February, 20 23

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

## CITY OF CARMEL, INDIANA

Reviewed/Approved Via Email

CPD Horner 2-6-23

CFD Horner 2-6-23

CRED Brewer 2-8-23

### INFORMATION

### SPECIAL EVENT / FACILITY USE REQUEST FORM

\* Must be at least 18 years of age to complete this form.

#### CONTACT INFORMATION:

Contact Person David Brock

Email

Phone Number:

Cell Number:

Name/Organization: Booth Tarkington Civic Theatre

Address

Street Address

3 Carter Green

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

☒ Yes

☐ No

Event/Use Purpose: Booth Tarkington Civic Theatre Family Fundraiser - This event will serve as one of Civic's Annual Fundraiser for theatre education at the Theatre.

Event Date

6/2/2023

End Date

6/2/2023

Number of People Expected: 500

Set-Up Start time 08:00:00 AM

Tear Down End Time 11:00:00 PM



Event Start time:

04:00:00 PM

Event end time:

09:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☒ YES

☐ NO

Fees (cont'd)

Purpose of fee

Fees will be charged for activities and events provided to raise money for the fundraiser.

Description of Event:

Provide a brief description of event

This will be a one day outdoor fundraiser focused on providing families a fun filled day with carnival style games and entertainment. This would include games, bounce houses, karaoke, food trucks, beer/wine trucks and music. The entertainment will be a show (not on a stage) of music and dancing by the Civic Jr. Civic Company and other guest performers. This will be a variety of music from well known musicals.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- ☒ CARTER GREEN (area between Palladium & theater building)
- ☐ CIVIC SQUARE FOUNTAIN AREA
- ☐ CIVIC SQUARE GAZEBO / LAWN
- ☐ JAPANESE GARDEN
- ☐ MONON & MAIN PLAZA
- ☐ MIDTOWN PLAZA - Events must be free and open to the public.
- ☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
- ☐ Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ☒ ELECTRICITY
- ☐ FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- ☐ JAMES BUILDING RESTROOMS (CARTER GREEN) \*Extra fees apply
- ☐ N/A
- ☐ Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

#### VENDORS:

- ✓ **VENDORS PRESENT**
  - ✓ **FOOD SERVED** (May be subject to Hamilton County Health Department inspection.)
  - ✓ **ALCOHOL SERVED** - Please see Section M under “General Terms and Conditions” in the **Public Use Policy**.
- N/A

#### CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

#### CITY SERVICES NEEDED:

- ✓ **EMERGENCY MEDICAL SERVICES (EMS)** (Extra fees may apply)
  - EXTRA PATROL DURING EVENT** (when available)
  - TRAFFIC CONTROL** (Extra fees may apply)
  - ✓ **ONSITE SECURITY** (Assigned off-duty CPD officers, extra fees will apply)
  - ✓ **BARRICADES**
  - NO PARKING SIGNS** (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed

#### EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

#### Stage

Size of Stage

- **Tent(s)** – If placing a tent over the entire green space of Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

8x8 10x10 13x13 10x20 tents

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- **Bounce House**

N/A

Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

#### STREET(S) REQUESTED

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

Carter Green Circle Drive should be closed off.

Name/Streets to be closed

Include addresses as appropriate



#### UPLOAD MAP

An easy to read, color map of the area is required with submission.

Carter Green.pdf

178.21KB

#### Type of Closure:

- ☐ Rolling closure
- ☒ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

#### Further Info for type of closure

No auto traffic or parking on Carter Green outside of approved vendors.

#### SECURITY DEPOSIT AND FEE:



A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

#### DISCLAIMER:



The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.





# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Public Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Booth Tarkington Civic Theatre  
Name of Organization/Applicant

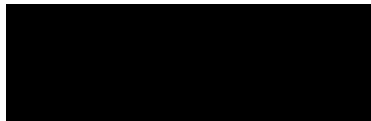
\*

*David Brock*

Signature of Authorized Agent/Applicant

David Brock  
Printed Name and Title (If applicable)

\*



3 Carter Green Carmel IN 46032  
Address of Organization/Applicant

2/16/2023  
Date

\*

☒ I confirm that I am 18 years of age or older.

Public Use Policy \*

☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

## CITY OF CARMEL USE ONLY

---

Approved this 15th day of February, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, City Clerk

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

**RESOLUTION NO. BPW 02-15-23-01**

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY  
OF THE CITY OF CARMEL, INDIANA, APPROVING THE TRANSFER AND  
PRESENTATION OF PISTOL AND BADGE**

**WHEREAS**, pursuant to IC 5-22-22-6, the Board of Public Works and Safety of the City of Carmel, Indiana ("Board"), may transfer to another certain personal property; and

**WHEREAS**, Officer R. Scott Spillman has provided over 19 years of meritorious service to the Carmel community as a Carmel City Police Officer, and will be retiring on March 3, 2023; and

**WHEREAS**, it has been a long-standing policy and practice of the Carmel Police Department to present to each of its sworn officers, upon retirement, their badge and firearm.

**NOW, THEREFORE, BE IT RESOLVED** by the Board, as follows:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The following items may be transferred and presented to Officer R. Scott Spillman upon his retirement, at the direction of the Chief of Police:

Officer Spillman's Service Weapon, Glock Model 19, 9 mm Pistol and accessories and Carmel Police Department Badge/marked "Retired."

**SO RESOLVED.**



**PASSED** by the Board of Public Works and Safety of the City of Carmel, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays.

**CITY OF CARMEL, INDIANA**

By and through its Board of Public Works and Safety ("Board")

By: \_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

Resolution No. BPW 02-15-23-01  
Page Two of Two Pages

This Resolution was prepared by Jon Oberlander, Carmel Interim Corporation Counsel, on 2/1/2023 12:04 PM. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.



City of Carmel  
Carmel Police Department  
3 Civic Square  
Carmel, Indiana 46032



January 31, 2023

City of Carmel  
Board of Public Works  
and Safety  
One Civic Square  
Carmel, IN 46032

Dear Members:

I respectfully request Board approval to have the below listed weapon and badge deleted from the Police Department inventory:

Glock Model 19, 9mm Pistol and accessories  
Carmel Police Department Badge / marked Retired

As has been the custom and practice of the City and Department, the weapon and badge will be presented to Officer R. Scott Spillman, who will retire on March 3, 2023, from the Carmel Police Department, with nineteen years of service to the Carmel community as a police officer.

Respectfully,

James C. Barlow  
Chief of Police  
Carmel Police Department

JCB/bf

**RESOLUTION NO. BPW 02-15-23-03**

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY  
OF THE CITY OF CARMEL, INDIANA, APPROVING THE DONATION OF PROPERTY BY  
THE CITY OF CARMEL AND THE PRIMEL**

**APPROVED**  
By Sergey Grechukhin at 10:21 am, Feb 07, 2023

**WHEREAS**, it is the desire of the City of Carmel, Indiana, an Indiana municipal corporation, by and through its Board of Public Works and Safety (the “City”), to dispose of one (1) Automated External Defibrillator (“AED”) by donating such AED to PrimeLife Enrichment, Inc, a not-for-profit entity organized under the laws of the State of Indiana; and

**WHEREAS**, the PrimeLife Enrichment, Inc is an Indiana nonprofit corporation organized for educational, literary, scientific, religious or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code (the “PrimeLife”);

**WHEREAS**, pursuant to Indiana Code §§ 5-22-22-1(c)(7) and 36-1-11-1(b)(7), the City may donate property to an Indiana nonprofit corporation organized for educational, literary, scientific, religious or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code 5-22-22-1; and

**WHEREAS**, the PrimeLife has requested the donation of the AED for its use; and

**WHEREAS**, it is in the public interest to now donate the AED to PrimeLife

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Public Works and Safety, as follows:

- 1     The City will donate the AED to PrimeLife, in the state and condition it presently exists, without any express or implied warranty as to such AED’s condition or fitness for any intended use or purpose whatsoever.
2.     PrimeLife shall accept the AED in the state and condition in which it presently exists and without any express or implied warranty as to such AED’s condition or fitness for any intended use whatsoever.
- 3     The AED shall hold harmless the City of Carmel, Indiana, the Carmel Fire Department, and their respective officers, officials, employees, attorneys, agents, successors and assigns, and shall indemnify the same, for and against any and all liability that may arise from or as a result of the AED or any use thereof on and after the date on which the AED is delivered to PrimeLife.
- 4     The Carmel Fire Department shall take whatever lawful actions are necessary to transfer the AED as resolved herein.



PrimeLife Enrichment, Inc hereby accepts and agrees to be bound by the conditions contained in this Resolution. The undersigned representative of PrimeLife Enrichment, Inc represents and warrants that they have the authority to bind the party which they represent.

  
**Signature**

Julie Barnes  
**Printed Name**

**SO RESOLVED** this 30 day of January 2022.

CITY OF CARMEL, INDIANA  
By and through its Board of Public Works and Safety

BY

James Brainard, Mayor  
Date:

Mary Ann Burke, Member  
Date:

Lori S. Watson, Member  
Date:

ATTEST

Clerk

Date



## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236  
STATE BOARD OF ACCOUNTS

### Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:**

Michael Brisco

2. **Title or Position With Governmental Entity:** CFD Engineer

3. a. **Governmental Entity:** Carmel Fire

b. **County:** #

4. **This statement is submitted (check one):**

a. ☒ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. ☐ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):**

HTL Irrigation

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):

Backflow testing of devices on municipal water supply  
at stations 341, 345, 342 and 346.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

Owner of HTL Irrigation

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the \_\_\_\_\_ of  
(Title of Officer or Name of Governing Body)

\_\_\_\_\_ and having the power to appoint  
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Elected Official

Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

01/23/23

Date Submitted (month, day, year)

On-Going

Date of Action on Contract or Purchase (month, day, year)



10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: Michael D. Brisw  
(Signature of Public Servant)

Date: 1-23-23  
(month, day, year)

Printed Name: Michael Brisw  
(Please print legibly.)

Email Address: MBrisw @ carmel.in.gov

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here [https://gateway.ifionline.org/sboa\\_coi/](https://gateway.ifionline.org/sboa_coi/) which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236  
STATE BOARD OF ACCOUNTS

### Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Gregory A. Webb

[Redacted Address]

2. Title or Position With Governmental Entity: STO / Captain

3. a. Governmental Entity: Fire Department

b. County: Hamilton

4. This statement is submitted (check one):

a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. Name(s) of Contractor(s) or Vendor(s): Webb Effects, LLC

[Redacted Contractor/Vendor Name]

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):

Vinyl Lettering and Graphics

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

Owner / Operator

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the \_\_\_\_\_ of  
(Title of Officer or Name of Governing Body)

\_\_\_\_\_ and having the power to appoint  
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Elected Official

\_\_\_\_\_  
Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

2/7/23  
Date Submitted (month, day, year)

On-Going  
Date of Action on Contract or Purchase (month, day, year)



10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:   
(Signature of Public Servant)

Date: 02/07/2023  
(month, day, year)

Printed Name: Gregory A. Webb  
(Please print legibly.)

Email Address: webbeffects@carmel.IN.GOV

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here [https://gateway.ifonline.org/sboa\\_coi/](https://gateway.ifonline.org/sboa_coi/) which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



February 7, 2023

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

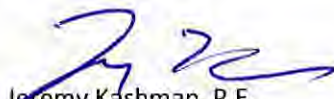
***RE: GRANT OF DRAINAGE EASEMENT- 4625 W 116<sup>th</sup> Street***

Dear Board Members:

The property owner at 4625 W 116<sup>th</sup> Street has requested the city accept a Grant of Drainage Easement associated with construction of a new residence.

Attached are the required drainage easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,



Jeremy Kashman, P.E.  
City Engineer

Cross Reference to Prior Deed of Record: Instrument No. 2022-40157 in the Hamilton County, Indiana Recorder's Office

## **DRAINAGE EASEMENT**

This easement (the "Easement") is by and between Lindsay Crawley and Rex Dewayne Herbert Jr (jointly and individually the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement.

## **RECITALS**

A. Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Grantor Parcel") located in Hamilton County, Indiana,

B. Grantee, in connection with Grantee's construction of a single-family home (the "Project"), requires a drainage easement over portions of the Grantor Parcel (herein referred to as the "Easement Areas"). The Easement Areas are more particularly described and depicted as follows:

See Exhibits A, B, & C attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated herein by this reference, and of the grants of easements and the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement over, under, through, across and upon the Easement Area for the purpose of drainage over, under, across, upon and through the Easement Area, for and pursuant to which easement Grantee shall have the right to make such alterations and improvements to the Project improvements as Grantee deems may be necessary or useful (the "Easement").

2. Obligations of Grantee. Subject to the terms described in Paragraph 1 hereof, and the Project improvements on the Easement Area, Grantee shall restore the Easement Area, to the extent practicable, to the condition as existed prior to the commencement of the Project, or maintenance, repair, or replacement thereto. Grantee shall install, maintain, repair, replace and service the Project improvements at Grantee's sole cost and expense. In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the Easement Area to replace, restore, or clear any drainage structures, ditches, drains, or swales contained therein, the Grantee shall only be liable to restore the



Grantor's real estate to its previous grade, and to reseed and undertake erosion control measures as are required by 327 IAC 15-5, as amended. Grantor shall allow access to the Easement Area and surrounding area for any required maintenance, repair, replacement, service and updates.

3. Rights Retained by Grantor. Grantor shall retain unto itself, and its grantees, heirs, successors and assigns, and all others to whom Grantor may grant rights or easements, the right to use the Easement Area for any and all purposes and uses not inconsistent with the foregoing Easement and/or Grantee's rights and privileges thereunder.

4. Obligations of Grantor. Grantor shall keep the Easement Area free of any and all fences, structures, asphalt, gravel, concrete and/or other improvements or impediments other than those installed by the Grantee. Grantor shall not block, impede or interfere with the Project improvements and Easement Area or Grantee's access thereto. Grantor shall make adequate provision for the proper drainage of surface water over and across Easement Area and surrounding area.

5. Easement and Covenants Appurtenant. The Easement granted, created and made herein, together with the benefits and privileges thereof, shall run with the Grantor Parcel and inure to the benefit of Grantee and its grantees, successors and assigns. The Easement granted, created and made herein, together with the burdens thereof, shall run with and bind the Grantor Parcel, and shall bind Grantor and its grantees, successors and assigns. All covenants and agreements of the Grantor and Grantee hereunder, together with the benefits and burdens thereof, shall be deemed to be real covenants which touch and concern the Easement Area and the Grantor Parcel, as applicable, shall run with the Easement Area and the Grantor Parcel, and shall inure to the benefit of and be binding upon Grantor and Grantee, as applicable, and their respective grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may further exercise any remedy available hereunder, at law or in equity, and recover from the breaching party all amounts expended in connection with exercising any such remedy (including without limitation, court costs and reasonable attorneys' fees).

6. Environmental Matters. The Grantor covenants and represents that to the best of its knowledge, information, and belief, that the Grantor Parcel is not presently the subject of, nor under the threat of, any federal, state or local environmentally related lien, proceeding, claim, liability or action. The Grantor agrees that, as between the Grantor and the Grantee, the acceptance of this Agreement by the Grantee shall not increase the liability of the Grantee for environmentally related claims arising from or related to conditions on the Grantor Parcel prior to the acceptance of this Agreement.

7. Jurisdiction. The Grantor and the Grantor agree that any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within the State of Indiana.

8. Other Obligations. The Grantor agrees that this Agreement shall not transfer to the Grantee any past, present or future obligation(s) of the Grantor to be responsible for, or to pay, any tax, assessment, or fee whatsoever that is associated with or related to the Grantor Parcel.

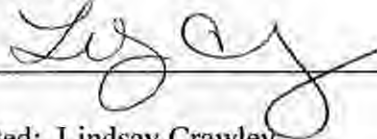
9. Amendment. The Grantor and the Grantee agree that this Agreement shall only be modified or released by the express, written consent of both the Grantor and the Grantee. Said consent, when duly recorded, shall run with the real estate.

10. Complete Understanding. The Grantor and the Grantee agree that this Agreement, and the documents incorporated herein, represent the entire understanding between the Grantor and the Grantee as regards the subject matter hereof.

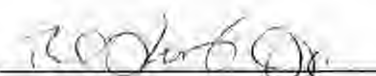
11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana, except for its conflict of laws provisions.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first written above.

GRANTOR

By:   
Printed: Lindsay Crawley

Title: Property Owner

By:   
Printed: Rex Dewayne Herbert Jr

Title: Property Owner

STATE OF INDIANA)

COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Lindsay Crawley and Rex Dewayne Herbert Jr, the Grantor, and who, having been duly sworn, acknowledged the truth and accuracy of the representations made herein and the execution of the foregoing Agreement.

Witness my hand and Notarial Seal this 2nd day of February, 2023

My commission expires: 5/5/2027

I am a resident of Hamilton County, Indiana

Laurie Tinsley  
Notary Public

Laurie Tinsley  
Printed Name





GRANTEE

**CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY**

\_\_\_\_\_  
James Brainard, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Date: \_\_\_\_\_

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Residing in \_\_\_\_\_ County

Notary Public

\_\_\_\_\_  
Printed Name

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Mary Ann Burke, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of Board of Public Works & Safety.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of February \_\_\_\_\_, 20 23

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Lori Watson, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of February \_\_\_\_\_, 20 23

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Sue Wolfgang, the Clerk of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of February, 20 23

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

This instrument was prepared by Sergey Grechukhin, Transactions Chief, City Hall, One Civic Square, Carmel, Indiana 46032

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number in this document, unless it is required by law. Sergey Grechukhin



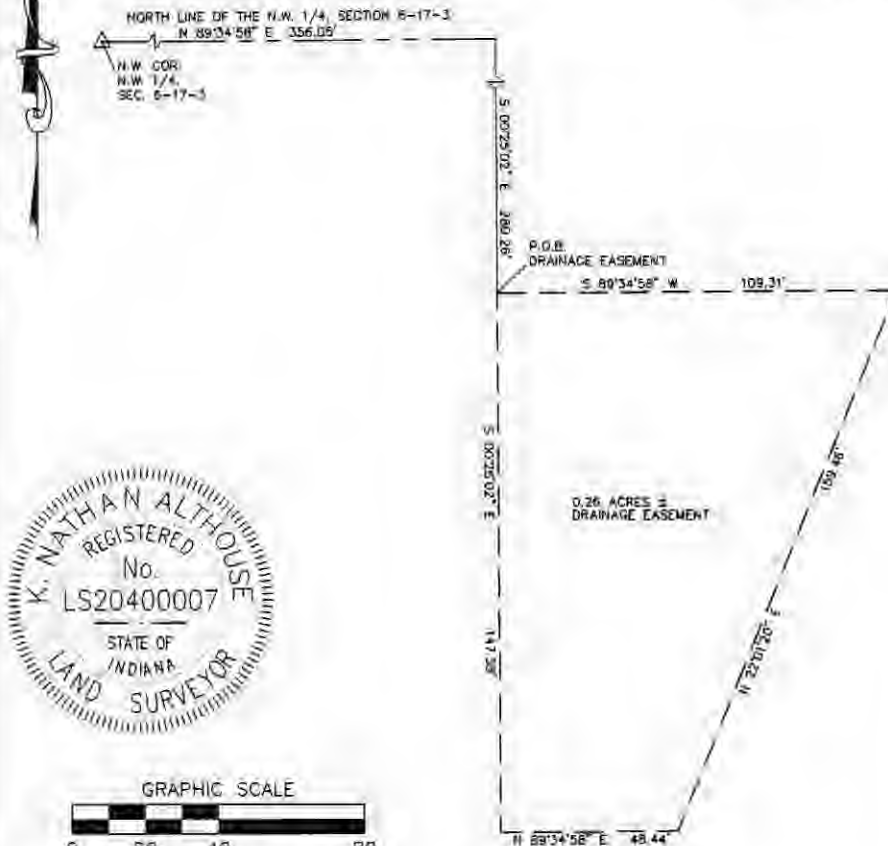
# EASEMENT DESCRIPTION

EXHIBIT "A"

PART OF THE NORTHWEST QUARTER, SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST  
HAMILTON COUNTY, INDIANA

PART OF THE NORTHWEST QUARTER OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST, OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST, OF THE SECOND PRINCIPAL MERIDIAN, HAMILTON COUNTY, INDIANA, COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST 356.05 FEET (DISTANCE QUOTED FROM INSTRUMENT #9544161) ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 00 DEGREES 25 MINUTES 02 SECONDS EAST 280.26 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 25 MINUTES 02 SECONDS EAST 147.38 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST 48.44 FEET; THENCE NORTH 22 DEGREES 01 MINUTES 20 SECONDS EAST 159.46 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 58 SECONDS WEST 109.31 FEET TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES, MORE OR LESS.



GRAPHIC SCALE  
0 20 40 80  
SCALE: 1" = 40'

*K. Nathan Althouse*



**MILLER SURVEYING INC.**

948 CONNER STREET  
NOBLESVILLE INDIANA 46060  
PH. # (317) 773-2644 FAX 773-2694



|   |                    |                |
|---|--------------------|----------------|
| LOCATION: PART OF THE NORTHWEST QUARTER, SECTION 6-17-3, HAMILTON COUNTY, INDIANA | DRAWN BY: BDD      | CHK'D BY: KNA  |
| FIELD WORK COMPLETED: NA  | SCALE: 1" = 40'    | FIELD BOOK: DC |
| CLIENT: MARK WILLIAMS   | DATE: 12-28-22     | PAGE:          |
| DESCRIPTION: EASEMENT DESCRIPTION   | JOB NUMBER: B40735 | SURVEY 4 FILE: |

# SURVEY EXHIBIT "B"

PART OF THE NORTHWEST QUARTER, SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST  
HAMILTON COUNTY, INDIANA

## EASEMENT DESCRIPTION

### 10' DRAINAGE EASEMENT

PART OF THE NORTHWEST QUARTER OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST, OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT #2022040157 AS RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE ON THE EAST PROPERTY LINE OF SAID TRACT OF REAL ESTATE SOUTH 00 DEGREES 25 MINUTES 02 SECONDS EAST 60.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 25 MINUTES 02 SECONDS EAST 230.31 FEET; THENCE SOUTH 68 DEGREES 08 MINUTES 33 SECONDS WEST 10.74 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 02 SECONDS WEST 234.24 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING.



*K. Nathan Althouse*



### MILLER SURVEYING INC.

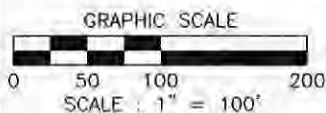
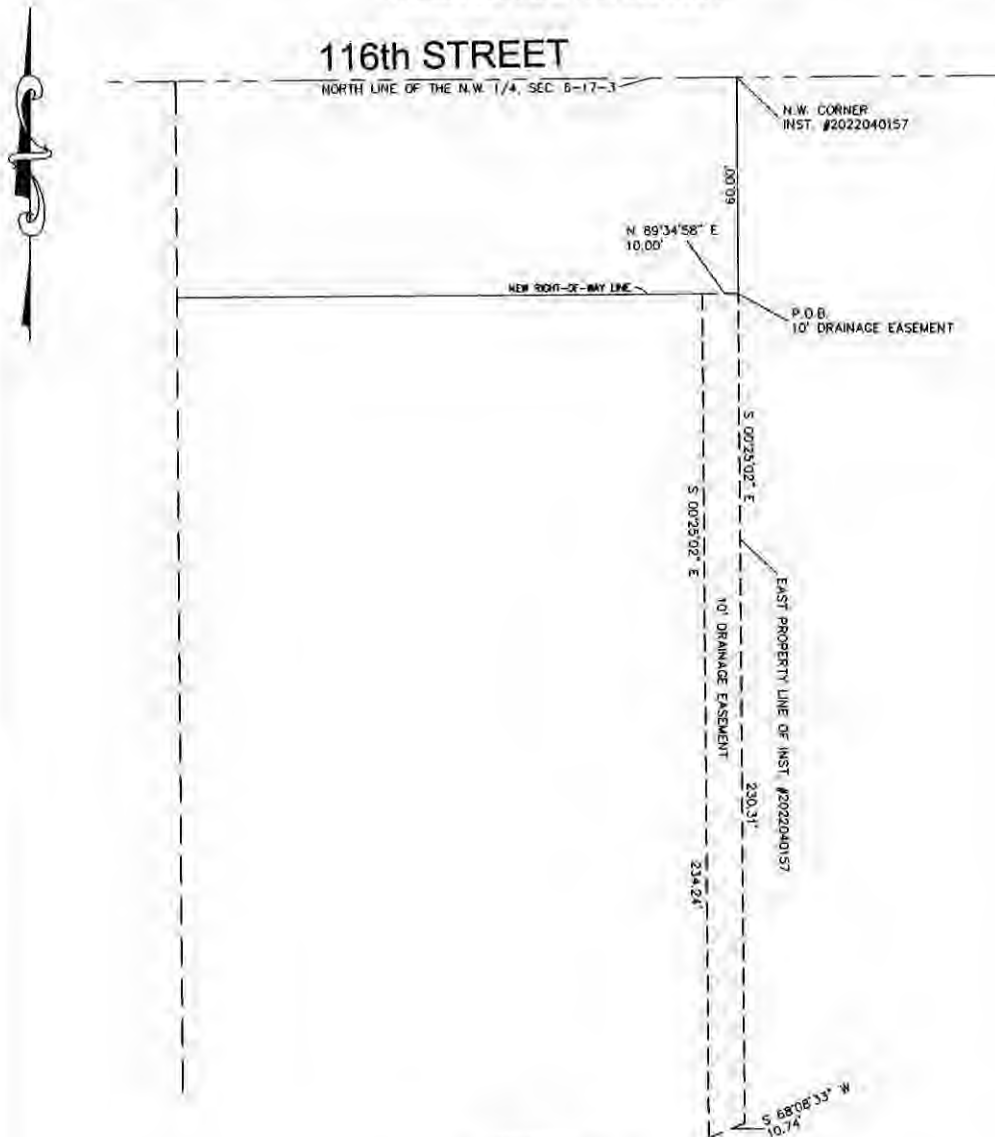
948 CONNER STREET  
NOBLESVILLE INDIANA 46060  
PH. # (317) 773-2644 FAX 773-2694



|   |                  |                |
|---|------------------|----------------|
| LOCATION: PART OF THE NORTHWEST QUARTER, SECTION 6-17-3, HAMILTON COUNTY, INDIANA | DRAWN BY: BDD    | CHK'D BY: KNA  |
| FIELD WORK COMPLETED: NA  | SCALE: 1" = 100' | FIELD BOOK: DC |
| CLIENT: MARK WILLIAMS   | DATE: 2-3-23     | PAGE:          |
| DESCRIPTION: SURVEY EXHIBIT   | JOB NUMBER       | SURVEY 4 FILE: |
|   | B40735           |                |

# SURVEY EXHIBIT "C"

PART OF THE NORTHWEST QUARTER, SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST  
HAMILTON COUNTY, INDIANA



*K. Nathan Althouse*



**MILLER SURVEYING INC.**

948 CONNER STREET  
NOBLESVILLE INDIANA 46060  
PH. # (317) 773-2644 FAX 773-2694



|  |                    |                |
|--|--------------------|----------------|
| LOCATION: PART OF THE NORTHWEST QUARTER, SECTION 6-17-3 HAMILTON COUNTY, INDIANA | DRAWN BY: BDD      | CHK'D BY: KNA  |
| FIELD WORK COMPLETED: NA   | SCALE: 1" = 100'   | FIELD BOOK: DC |
| CLIENT: MARK WILLIAMS  | DATE: 2-3-23       | PAGE:          |
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February 7, 2023

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

**RE: RIGHT OF WAY DEDICATION – 4625 W 116TH**

Dear Board Members:

The property owners of the above referenced address have requested the Board approve a Dedication of Public Right of Way.

On behalf of the City of Carmel, I would like to thank the property owners for this Dedication of Right of Way. I recommend the Board accept and sign this document.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: DEDICATION DOCUMENTS

**FORM OF**  
**DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY - INDIVIDUALS**  
A portion of Tax Parcel No(s). 17-13-06-00-00-003.000

**THIS INDENTURE WITNESSETH:**

That **Lindsay Crawley and Rex Dewayne Herbert Jr** (jointly and individually the "Grantor"), the fee simple owner(s) of the real property depicted and described on the attached Exhibits A & B ("Property") incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grants, conveys and warrants in fee simple and with no reversionary rights whatsoever retained, all of Grantor's rights, title, and interest in the Property, to the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee"), subject to all existing easements and rights-of-way of record, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The undersigned represent and warrant that they are the fee simple owners of the Property; that Grantor has full capacity to convey the Property; that they have full authority to execute and deliver this instrument; that they are therefore, fully empowered to convey the Property to the City of Carmel, Indiana, and that on the date of execution of this Dedication and Deed of Public Rights-of-Way, they had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

The Grantor assumes and agrees to pay real estate taxes and assessments on the Property for 2022 payable 2023 and all prior years. This obligation shall survive the conveyance of the Property and shall be enforceable by the Grantee in the event of any non-payment.

*[Signature page to follow]*

IN WITNESS WHEREOF, Grantor has executed this Instrument to be effective as of the 2nd day of February, 2023.



GRANTOR:

Rex Dewayne Herbert Jr.  
Signature

Printed: Rex Dewayne Herbert Jr.  
Lindsay Crawley  
Signature

Printed: Lindsay Crawley

STATE OF Indiana,  
COUNTY OF Hamilton ) SS:

Before me, the undersigned NOTARY PUBLIC, in and for said County and State, personally appeared Rex Dewayne Herbert Jr. and Lindsay Crawley, who acknowledged executing the foregoing Dedication and Deed of Public Rights-of-Way as their voluntary act and deed.

Witness my hand and Notarial Seal this 2nd day of February, 2023

My Commission No./Expiration:  
NP0720096 / 5/5/2027

My County of Residence:  
Hamilton

Laurie Tinsley  
Notary Public  
Laurie Tinsley  
Printed

Grantee's Tax Mailing Address  
and after recording return to:  
City of Carmel  
One Civic Square  
Carmel, IN 46032

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Caleb Warner

Instrument prepared by: Caleb Warner, Engineering Admin, One Civic Sq. Carmel IN 46032





# City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

## ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Dedication and Deed of Public Rights-of-Way of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED:

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

\_\_\_\_\_  
James Brainard, Presiding Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Watson, Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Date: \_\_\_\_\_

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and SUE WOLFGANG, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing Dedication & Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_ day of February, 2023.

My Commission No./Expiration:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

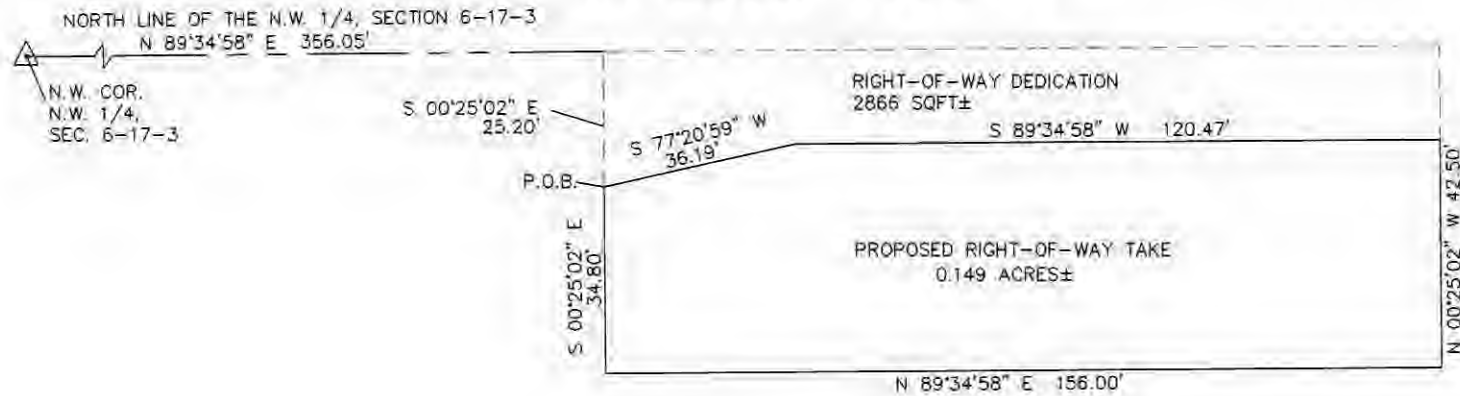
\_\_\_\_\_  
Printed Name

My County of Residence:\_\_\_\_\_

# SURVEY EXHIBIT "A"

PART OF THE NORTHWEST QUARTER, SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST  
HAMILTON COUNTY, INDIANA

W. 116TH STREET



*K. Nathan Althouse*



**MILLER SURVEYING INC.**

948 CONNER STREET  
NOBLESVILLE INDIANA 46060  
PH. # (317) 773-2644 FAX 773-2694



|  |                  |                |
|--|------------------|----------------|
| LOCATION: PART OF THE NORTHWEST QUARTER, SECTION 6-17-3 HAMILTON COUNTY, INDIANA | DRAWN BY: BDD    | CHK'D BY: KNA  |
| FIELD WORK COMPLETED: NA   | SCALE: 1" = 100' | FIELD BOOK: DC |
| CLIENT: MARK WILLIAMS  | DATE: 12-28-22   | PAGE:          |
| DESCRIPTION: SURVEY EXHIBIT  | JOB NUMBER       | SURVEY 4 FILE: |
|  | B40735           |                |



# SURVEY EXHIBIT "B"

PART OF THE NORTHWEST QUARTER, SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST  
HAMILTON COUNTY, INDIANA

PART OF THE NORTHWEST QUARTER OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST, OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 3 EAST, OF THE SECOND PRINCIPAL MERIDIAN, HAMILTON COUNTY, INDIANA, AND BEING ALL THAT PART OF THE OWNERS' LAND LYING WITHIN THE RIGHT OF WAY LINES: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST 356.05 FEET (DISTANCE QUOTED FROM INSTRUMENT #9544161) ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 00 DEGREES 25 MINUTES 02 SECONDS EAST 25.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 25 MINUTES 02 SECONDS EAST 34.80 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 58 SECONDS EAST 156.00 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 02 SECONDS WEST 42.50 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 58 SECONDS WEST 120.47 FEET; THENCE SOUTH 77 DEGREES 20 MINUTES 59 SECONDS WEST 36.19 FEET TO THE POINT OF BEGINNING, CONTAINING 0.149 ACRES, MORE OR LESS.



*K. Nathan Althouse*



**MILLER SURVEYING INC.**

948 CONNER STREET  
NOBLESVILLE INDIANA 46060  
PH: # (317) 773-2644 FAX 773-2694



|  |                    |                |
|--|--------------------|----------------|
| LOCATION: PART OF THE NORTHWEST QUARTER, SECTION 6-17-3 HAMILTON COUNTY, INDIANA | DRAWN BY: BDD      | CHK'D BY: KNA  |
| FIELD WORK COMPLETED: NA   | SCALE: 1" = 100'   | FIELD BOOK: DC |
| CLIENT: MARK WILLIAMS  | DATE: 12-28-22     | PAGE:          |
| DESCRIPTION: SURVEY EXHIBIT  | JOB NUMBER: B40735 | SURVEY 4 FILE: |



February 7, 2023

Board of Public Works and Safety  
One Civic Square  
Carmel, Indiana 46032

***RE: STORMWATER TECHNICAL STANDARDS WAIVER – OLD MERIDIAN APARTMENTS***

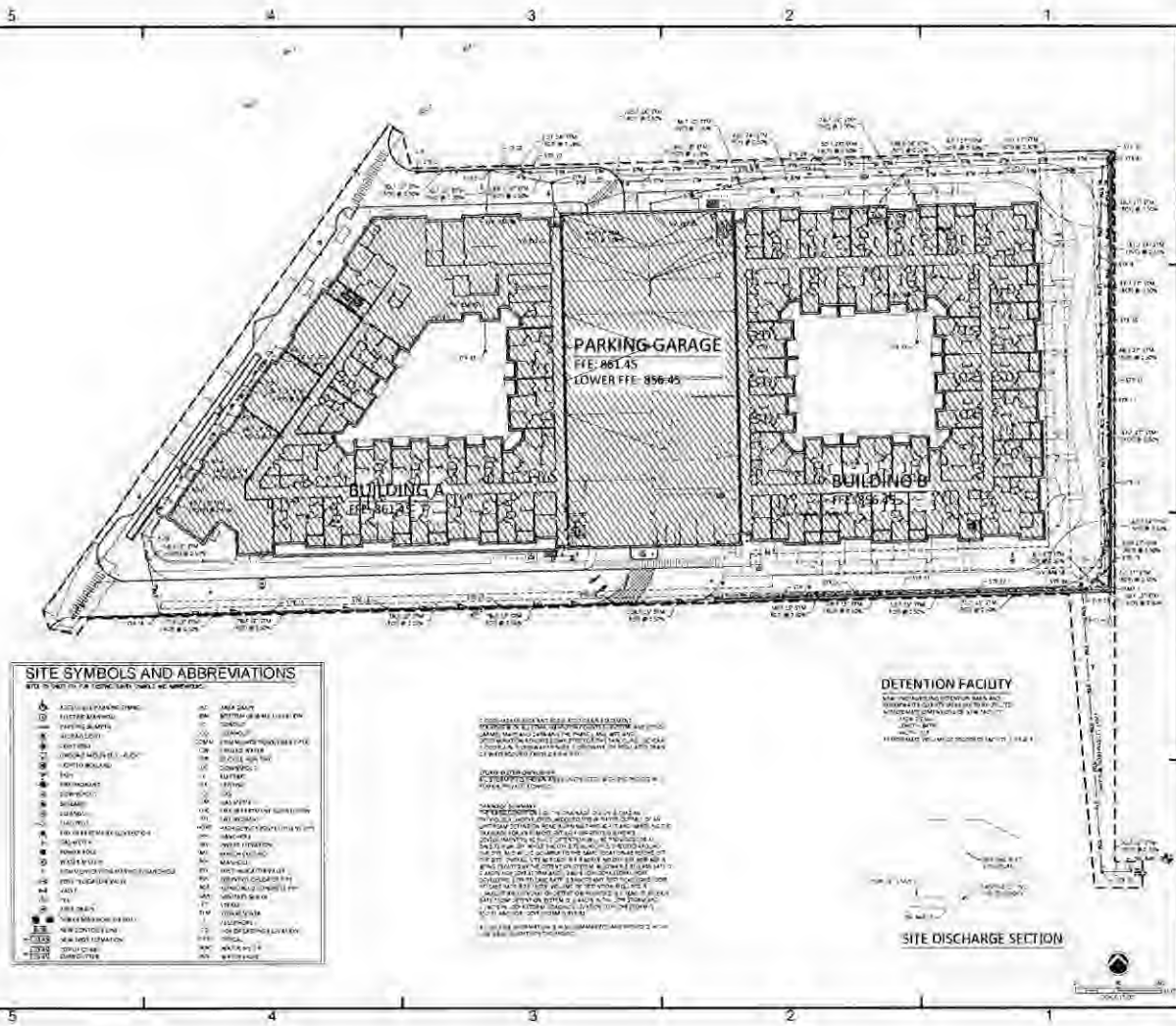
Dear Board Members:

Nicholas Vergatos with JPS Consulting Engineers has requested a waiver from the Stormwater Technical Standards Manual in association with the proposed Old Meridian Apartments at 12895 Old Meridian.

The Department of Engineering, in review of the proposed conditions and design standards, has determined that the waivers requested are valid given the existing site constraints involved with the project and recommend approval.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer



**RQAW**  
CONSULTING ENGINEERS, LLC

**ADLS SUBMITTAL  
CROSS DEVELOPMENT  
OLD MERIDIAN  
APARTMENTS**  
1285 OLD MERIDIAN ST. CARMEL, IN 46032

Project # 22-705-020-1  
Designed By: RQW  
Drawn By: RQW  
Check By: RQW  
Date: 08.05.2022

**C301**





## CONSULTING ENGINEERS

9365 Counselors Row, Suite 116, Indianapolis, IN 46240

25 January 2023

Mr. Jeremy Kashman, PE  
City Engineer  
City of Carmel  
One Civic Square  
Carmel, IN 46032

Re: Old Meridian St Apartments  
12895 Old Meridian St  
PZ-2022-00184 DP ADLS

Dear Mr. Kashman,

We received Plan Review Comments via Project Dox dated September 20, 2022 for the above referenced project and are working toward revising our drawings and calculations and responding back to them. The plans currently call for an underground detention system to be installed around the building to provide the required stormwater release rate per the ordinance.

Per section 302.06.2 of the stormwater technical standards, the 100-year elevation of stormwater detention facilities shall be separated by not less than 25ft from any building or structure to be occupied.

However, due to the size of the building and the size of the site, there is not enough space between the building and property line to provide a detention system with 25ft separation from the building. As a result we are requesting a variance from this requirement. We are complying with the rest of the section which requires 2ft of vertical separation from the 100yr high water elevation to the finished floor of the building. The detention system is entirely underground and the entire site has been flood routed to comply with all applicable requirements.

If the project must comply with this requirement, the hardship would require an entire redesign and reevaluation of the project with no guarantee that the project could be feasible with a smaller building for the developer. Since the detention system is underground and the site is properly floodrouted, we do not believe there is a detriment for granting the variance. If there were a failure of the detention system, any water surcharging would be through the inlets and not from the detention system itself and the lowest inlets are all greater than 25ft away from the building. In addition, all surcharging water would be directed away from the building and not cause flooding damage to the structure.

Please let me know if I can provide any more information. Thank you for consideration of this variance.

Sincerely,

Nicholas Vergatos, PE